

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, June 18, 2019**

Executive Session – 5:30 p.m.

To discuss matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

Public Hearing – 7:00 p.m.

Proposed Local Law for maintenance of ancient roads
Local Law regarding R-80 District

Workshop –

1. Pledge of Allegiance
2. Proposal for new exchange server
3. Highway – extension of tub grinder contract, shared services agreement with the County for Ludington Court Bridge replacement & conveyance of Ludingtonville Court to Town ownership, GenServe generator repair quotes
4. Recreation – hiring of Recreation Assistant, fencing at Ryan's Field
5. LCPD – hiring of seasonal Lifeguards and Park Maintenance Helper
6. LCFD – new members
7. Code Enforcer – correction of violations at TM# 33.50-1-21, TM# 33.50-1-42, TM# 44.5-2-28, TM# 33.58-1-34, TM# 22.50-2-2, TM# 22.74-1-43
8. Maintenance of abandoned cemeteries
9. Limni waiver of 30 day notice of liquor license application
10. Public Comment

Meeting

1. Roll Call
2. Vote on the following:
 - a. Proposed Local Law for maintenance of ancient roads
 - b. Extension of tub grinder contract
 - c. Ludington Court Bridge replacement and conveyance of Ludington Ct to Town ownership
 - d. GenServe repair quotes for Highway 301 and 311 garages
 - e. Hiring of Recreation Assistant
 - f. Fencing at Ryan's Field
 - g. Hiring of seasonal Lifeguards
 - h. Hiring of seasonal Park Maintenance Helper
 - i. New members to Lake Carmel Fire Department
 - j. Correction of violations at TM# 33.50-1-21, TM# 33.50-1-42, TM# 44.5-2-28, TM# 33.58-1-34, TM# 22.50-2-2, TM# 22.74-1-43
 - k. Maintenance of abandoned cemeteries
 - l. Limni waiver of 30 day notice of liquor license application
 - m. Authorize Town Supervisor to sign Kent Manor Development letter
3. Vouchers and Claims
4. Correspondence
5. Public comment

TOWN OF KENT
AMENDMENT TO
CHAPTER 57
OF THE KENT TOWN CODE

BE IT ENACTED by the Town Board of the Town of Kent, Putnam County, New York, as follows:

Section 1. A new Article IV entitled "Ancient Subdivisions" shall be added to Chapter 57 regarding "Roads and Roadways" to read as follows:

§57-31. Purpose and Authority.

- A. Municipal Home Rule Law§10(1)(12) authorizes the Town Board to adopt local laws for the protection, order, conduct, safety, health and well-being of persons or property within the Town of Kent. In furtherance of such goals, all roadways in the Town of Kent should be maintained at all times in the best interests of the health, safety and general welfare of its residents and others who travel along the roads within the Town of Kent, including roads which have been dedicated to the Town as well as certain private roads which have not been dedicated because they cannot be accepted by the Town as they do not comply with current minimum road standards.
- B. Town Highway Vehicles regularly traverse private roads, commercial and public connector roads and parking lots in order to expedite plowing efficiency, and this established practice benefits all Town residents.
- C. There are three subdivisions within the Town of Kent that were created prior to the advent of the Town Zoning Board of Appeals, the Town Planning Board and all zoning laws, including the Town zoning ordinance, and were therefore not subject to modern zoning laws and as a result, the roads within these subdivisions were constructed to widths which are below minimum acceptable standards for traffic. Therefore, the Town of Kent cannot accept these roads as "Highway by Use" because of the substandard condition of the existing roads.
- D. Private contractors ~~have been unable or unwilling~~ do not have the ability to maintain these roads so that they are accessible and passable during all times, particularly emergency situations and inclement weather, and the Chief of Police, the Kent Fire Department, the Lake Carmel Fire Department and the Department of Environmental Conservation all require ~~the certain~~ roads in these three subdivisions; namely White Pond Colony, Sedgewood Club and Hill & Dale County Club (the "Ancient Subdivisions") as set forth on the attached, be accessible at all times for emergency situations.
- E. The Town of Kent adopted an Ancient Roads policy on March 7, 2018, authorizing the Town Highway Department to maintain and repair certain private roads.

§57-32. Agreement.

A. The Town Board is hereby authorized to enter into a written agreement with each of the Ancient Subdivisions to permit the Highway Department to perform the following services:

1. Remove fallen trees from the roadways.
2. Patch potholes on an emergency basis.
3. Plow and sand roads during inclement weather.
4. ~~Perform such other services as necessary to maintain the roads in the ancient subdivisions so that emergency services and school buses have access to these roads at all times, the cost of materials to be reimbursed.~~

B. The costs for materials will be paid to the Highway Superintendent prior to the performance of any repairs in order to ensure compliance with the New York State Constitution's restriction of gifts of public credit to private entities.

C. The costs for the use of Highway Department machinery and labor have already been paid by the residents of the Ancient Subdivisions in taxes which are paid by all Town residents.

Section 2. This local law shall take effect immediately.

Dated: June ____, 2019

BY THE ORDER OF THE TOWN BOARD
TOWN OF KENT

BY THE ORDER OF THE TOWN BOARD OF
THE TOWN OF KENT

TOWN OF KENT
NOTICE OF HEARING

AMENDMENTS TO CHAPTER 77
OF THE KENT TOWN CODE

PUBLIC NOTICE is hereby given that there has been introduced before the Town Board of the Town of Kent, New York, on May 21, 2019 an amendment to Kent Town Code Chapter 77, entitled "Zoning", which amendment will revise Chapter III to add provisions adding nursing homes, convalescent homes and alternative care facility as permitted uses the R-80 Zoning District.

NOW THEREFORE, pursuant to Section 20 of the Municipal Home Rule Law, the Town Board of the Town of Kent, New York will hold a public hearing on the aforesaid Amendment at the Town Offices, 25 Sybil's Crossing, Kent, New York, on June 18, 2019 at 7:00 p.m. in the evening of that day at which time all persons interested therein shall be heard. The Town Board will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: May 21, 2019

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF KENT

YOLANDA D. CAPELLI, TOWN CLERK

TOWN OF KENT
County of Putnam, State of New York
RESOLUTION _____

RESOLUTION INTRODUCING
LOCAL LAW ____-2019 AND PROVIDING FOR PUBLIC
NOTICE AND HEARING

INTRODUCED BY: _____

SECONDED BY: _____

DATE OF CONSIDERATION/ADOPTION: _____, 2019

BE IT RESOLVED that an amendment to Kent Town Code Chapter 77, Article III regarding permitted uses in the R-80 Zoning District is hereby introduced by _____, as Introductory Local Law # ____ of the year 2019 before the Town Board of the Town of Kent in the County of Putnam and State of New York, and

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Amendment, which is attached hereto, be laid upon the desk of each member of the Board, and

BE IT FURTHER RESOLVED, that the Town Board will hold a public hearing on said proposed Amendment at the Town Hall, in the Town of Kent, New York at 7:00 o'clock P.M. on June 18, 2019, and

BE IT FURTHER RESOLVED, that the Town Clerk publish or cause to be published a public notice in the official newspaper of the Town of Kent of said public hearing at least ten (10) days prior thereto.

UPON ROLL CALL VOTE:

Supervisor Fleming:	_____	Councilan Huestis	_____
Councilman Denbaum:	_____	Councilwoman McGlasson:	_____
Councilman Ruthven:	_____		

VOTE: RESOLUTION CARRIED BY A VOTE OF _____ TO _____ ABSTAIN _____
State of New York)
County of Putnam) ss:

I, Yolanda D. Cappelli Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Kent at a meeting of said Board on _____, 2019.
Dated: _____, 2019

Yolanda D. Cappelli, Town Clerk

TOWN OF KENT
AMENDMENT TO
CHAPTER 77
OF THE KENT TOWN CODE

BE IT ENACTED by the Town Board of the Town of Kent, Putnam County, New York,
as follows:

Section 1. Chapter 77, Article III regarding “R-80 Residential District” shall be
amended to read as follows:

ARTICLE III, R-80 Residential District.

§ 77-7. Purpose and Permitted Uses.

District Purpose. This district is intended to conserve the more rural land areas within the Town by promoting a balance of open space and low-density, single family residential uses consistent with natural resource constraints, the conservation of open space areas, and other compatible land use opportunities. In an R-80 Residential District, no building or premises shall be used and no building shall hereafter be erected, altered or added to unless otherwise provided in this Chapter, except for one or more of the following uses:

A) Principal permitted uses. (*) indicates a use that is also subject to Planning Board Site Plan Approval pursuant to §77-60 of this Chapter.

- (1) One-family dwellings, not to exceed one dwelling on a single lot.
- (2) (*) Public parks, playgrounds and recreational areas; firehouses, police stations and other public buildings and uses.
- (3) (*) Cemeteries for the interment of human remains; no crematorium.
- (4) (*) Regularly organized elementary or high schools having a curriculum approved by the Board of Regents of the State of New York, and subject to the following:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, parking or loading area, or part thereof, shall be located within 100 feet of any street line nor within 50 feet of any property line.
- (5) (*) Places of religious worship, including part-time religious schools, provided that no building or part thereof and no parking or loading area shall be located

within 75 feet of any street line nor within 50 feet of any property line; and parish houses, parsonages and rectories which shall comply with the requirements set forth herein for one-family dwellings.

(6) (*) Nursing home, convalescent home and alternative care house provided:

- a) **The minimum lot shall be five acres.**
- b) **No building or part thereof or any parking area shall be located within 100 feet of any street or lot line.**
- c) **The lot shall have frontage on a county or state road, and such county or state road frontage shall serve as the point of ingress and egress to the facility.**

~~(6)(7)~~ (*) Nursery schools, family day-care home, or day-care centers subject to § 77-44.5 of this chapter.

~~(7)~~ **(8)**(*) Public utility structures and rights-of-way, but excluding utility offices, garages, storage yards, and communication facilities.

~~(8)~~ **(9)** Agricultural uses as defined in New York State Agriculture and Markets Law, provided that no building in which farm animals are kept and no storage of manure shall be located nearer than 100 feet to any street line or property line, and provided further that the keeping of horses and livestock shall be permitted only on lots having an area of two acres plus one acre for each such animal in excess of one. In addition, no greenhouse heating plant shall be located nearer than 50 feet to any street line or property line. One farm stand exclusively for the sale of agricultural products grown on the premises is permitted.

Section 2. This local law shall take effect immediately.

Dated: May ____, 2019

BY THE ORDER OF THE TOWN BOARD
TOWN OF KENT

BY THE ORDER OF THE TOWN BOARD OF
THE TOWN OF KENT

June 4, 2019

TO: Maureen Fleming
 CC: Bill Huestis, Paul Denbaum, Jaime McGlasson, Chris Ruthven
 FROM: Richard Harris
 SUBJ: Termination of the 2015 Inter-municipal Agreement with Putnam County for use of the County's Exchange Servers

In light of Putnam County's decision to terminate the 2015 Inter-municipal Agreement for the Town of Kent to use the County's Exchange (email) servers (See Attachment 1 and 2), I have gathered the following proposals to provision an email solution for the Town of Kent.

To provision an email solution for the Town of Kent there are several options. I have outlined the options in this documents and their related costs.

Option 1 : On-Premise Exchange server

The On-Premise solution would be a "Direct" type replacement as what we are currently accessing at the County. Some disadvantages to this option are:

1. PRICE
2. The hardware life is estimated at 5 Years at which time it should be replaced.
3. This price will need to be budgeted every 5 years provided hardware and software costs remain the same.
4. Should there be a failure of our Primary and Secondary circuits users would not be able to use email as there would not be a connection to the On-Premise server.
5. An on-site server would require On-site patching of the windows software and local server administration.

For more detail of this Option please see Attachment 3 and 4.

SERVER HARDWARE -	\$10,244.61
SERVER SOFTWARE -	\$ 7,684.00
2YEAR SSL CERTIFICATE -	\$ 680.00
BIT-TITAN MIGRATION TOOL -	\$ 900.90
INSTALLATION AND CONFIGURATION OF EXCHANGE SERVER	\$5,445.00

FINAL TOTAL \$24,954.51

Option 2 : Hosted Server Solution

The Hosted Server solution would be that server is Hosted outside the Town of Kent.
 Advantages:

1. The server and software itself is "shared" on a server saving Hardware/ and Server Software Costs.

Disadvantages:

1. PRICE
2. The Hosted server still needs to be in place and "rented" from the Cloud Vendor.

For more detail of this Option please see Attachment 5 and 6.

SERVER HARDWARE AND SOFTWARE HOSTED-	\$952.00 /Month
2YEAR SSL CERTIFICATE -	\$ 680.00
BIT-TITAN MIGRATION TOOL -	\$ 900.90
INSTALLATION AND CONFIGURATION OF EXCHANGE SERVER	\$4950.00

FINAL TOTAL \$6,530.00 ONE TIME COST \$952.00/MONTH

Option 3 : OFFICE 365 ENTERPRISE

The Hosted Server solution would be that server is Hosted outside the Town of Kent.
Advantages:

1. The server and software itself is Hosted By Microsoft on a server saving Hardware/ and Server Software Costs.
2. It is a small One Time charge for Migration etc... and a Small Monthly Cost.
3. All will be monitored by the vendor insuring that I will be notified immediately of a problem and can bring the vendors teams into play 24/7/365 should the problem be serious.

Disadvantages:

I don't see many Disadvantages to this Option.

For more detail of this Option please see Attachment 7.

OFFICE 365 ENTERPRISE E1 GOVERNMENT-	\$616.00/Month
BIT-TITAN MIGRATION TOOL -	\$900.90
OFFICE 365 USER MIGRATION LICENSES-	\$2,252.25

FINAL TOTAL \$3,153.15 ONE TIME COST \$616.00/MONTH

Option 4 : OFFICE 365 ENTERPRISE

The Hosted Server solution would be that server is Hosted outside the Town of Kent.
Advantages:

1. The server and software itself is Hosted By Microsoft on a server saving Hardware/ and Server Software Costs.
2. It is a small One Time charge for Migration etc... and a Small Monthly Cost.

Disadvantages:

1. On-Going Service contract charges should there be a problem at \$195/Hr for "On-Site"/Emergency Service.
2. Need for "Full Access and Soul Entity" Authorized for any changes made on the network.

For more detail of this Option please see Attachment 8.

OFFICE 365 ENTERPRISE E1 GOVERNMENT-
LABOR FEE -

\$577.50/Month
\$2,550.00

**FINAL TOTAL \$2550.00 ONE TIME COST, \$577.50/MONTH, \$195/Hr On-Going
Service Fees if Necessary**

I would like to recommend Option 3. I believe it is the best option regarding cost and manageability of our future email solution. This option also brings 24/7/365 Support that has been proven and already utilized with this option.

Richard Harris
IT Consultant to the Town of Kent
rharris@townofkentny.gov

JENNIFER S. BUMGARNER
County Attorney

ANDREW W. NEGRO
First Deputy County Attorney

SUSANNE KANTOR
*Senior Deputy County Attorney
for Risk & Compliance*



ANNA M. DIAZ
Senior Deputy County Attorney

DINA M. DIBLASI
Senior Deputy County Attorney

CONRAD J. PASQUALE
Deputy County Attorney

DEPARTMENT OF LAW

May 9, 2019

Via Regular Mail and Email

Maureen Fleming
Supervisor
Town of Kent
25 Sybil's Crossing
Kent Lakes, New York 10512

**Re: 2015 Inter-municipal Agreement with Putnam County for Use of the County's
Exchange Servers**

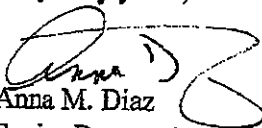
Dear Supervisor Fleming:

In furtherance of your telephone conversation with Putnam County Attorney Jennifer S. Bumgarner, the County will not be renewing the above captioned inter-municipal agreement. As a result, services provided under said agreement will cease within ninety (90) days of your receipt of this letter. During this transition period, the Town of Kent will be responsible for exporting all of its electronic records on to its new email service provider.

Please be advised that after the ninety (90) day transition period has expired, all electronic records maintained on the County's servers will be deleted. Please note that this does not include those emails that have already been saved on the County's archiver, which does not have a delete function.

Finally, the Director of the Putnam County IT Department, Thomas Lannon, is available to discuss the transition process and offer ideas as to how the Town of Kent can handle their emails moving forward.

Very truly yours,


Anna M. Diaz
Senior Deputy Attorney

cc: Thomas Lannon, Director of IT

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512

Tel. (845) 808-1150 / Fax (845) 808-1903*

**This office will not accept service via facsimile*

ATTACHMENT 2

Richard Harris

From: Jennifer Bumgarner
Sent: Monday, June 03, 2019 10:35 AM
To: Maureen Fleming
Cc: MaryEllen Odell; Anna Diaz; Nancy Tagliafierro; Richard Harris; Thomas Lannon; Bill Huestis; Paul Denbaum; Jaime McGlasson; Chris Ruthven; Jennifer Nygard; Toni Addonizio; Carl Albano; putcoleg; putcoleg
Subject: RE: 2015 Inter-municipal Agreement with Putnam County for Use of the County's Exchange Servers

Supervisor Fleming,

This email shall serve as a follow-up to the correspondence of May 9, 2019 from my office, and in response to your concerns regarding the termination of the Inter-Municipal Agreement between the Town and the County for use of the County's exchange servers.

First, as pointed out by both Legislators Addonizio and Albano in their May 24, 2019 correspondence to you, the exposure to the risks associated with cyber liability has simply begun to outweigh the benefits of continuing this service. Moreover, due to the fact that all of the Town's electronic data is stored on the County's archiver for the period covering this agreement, the County will nonetheless continue to be liable for the ongoing preservation of and access to that data.

Second, the Town's 80 employees constitutes 10-15% of the County's active users which we are continually monitoring and servicing. The amount of staff time dedicated by the County's IT Department to the Town's users has become burdensome and unmanageable. The County has a very small IT Department and it simply does not have the resources to continue to provide the services required by the Agreement.

Third, the cost to the County to maintain Microsoft licenses for the Town's 80 active users will be increasing shortly. Our current agreement with Microsoft expires on June 30, 2019 and the new agreement will include increased costs for a three year term, during which period of time we will not be legally entitled to decrease the number of users. As such, the Town of Kent employees will need to be transitioned in the very near future so that the County is not obligated for them for the next three years. Furthermore, the costs of employing staff and independent contractors to maintain the servers, as well as the Barracuda archiver, email filter systems and increased storage space required continues to be borne by the County with no reimbursement from the Town. As such, it has been determined by the County that it is simply inequitable for the County to continue to bear this cost for the Town of Kent while all of our other local municipalities bear this cost themselves.

In light of the foregoing, the Town was provided with written notice on May 9, 2019 that the County would no longer be continuing these services. In that notice, it was suggested that a 90 day period would be provided to the Town in order to allow it to devise and implement a plan for the provision of its own exchange services. The County's IT Director indicated that 90 days should be ample time to accomplish this and also offered to provide assistance and advice during the transition period so as to ensure that the process was seamless.

I have spoken to the County's IT Director regarding your request for the County to maintain the Town's electronic data, and we will not immediately delete electronic records maintained on the County's server, provided that the Town illustrates the fact that it is taking affirmative steps toward transitioning to its own server as quickly as possible. As such, kindly notify this office as soon as possible as to the manner in which the Town intends to proceed so that we can provide as much assistance as possible.

Jennifer S. Bumgarner



ATTACHMENT 3

QUOTE

Magna5 MS LLC

5445 Legacy Drive, Suite 180, Plano, TX 75024
t. 844-4MAGNA5 f. 412-489-5875

Send signed quotes to
OrdersIT@Magna5Global.com or by fax to
412-489-5875.

Sold To

Town of Kent, New York
Richard Harris
25 Sybil's Crossing
Kent Lakes, New York 10512

Phone (845) 225-3943

Auto 15394

Sales Rep

Mike Reynolds

No.

365Q5491

Date

May 28, 2019

SE

Jacob Bever

Ship To

Town of Kent, New York
Richard Harris
25 Sybil's Crossing
Kent Lakes, New York 10512

Phone (845) 225-3943

Line	Qty	Part Number	Description	Unit Price	Ext. Price
1			On-Premise server - NEC R120H-1M		
2	1	Q24-FR00000013197	EXPRESS5800/R120H-1M		
	2			\$0.00	\$0.00
3	1	N8100-2557F	SVR,R120H-1M,2.5",0XCPU/MEM/HDD/ODD/PSU	\$3,709.13	\$3,709.13
4	1	N8101-1113	CPU,XEON 4110,2.10G,8C/16T,11MB,85W	\$822.94	\$822.94
5	1	N8101-1114	CPU,XEON 4110,2.10G,8C/16T,11MB,85W	\$897.75	\$897.75
6	2	N8102-709	MEM,DDR4-2666,1X16G/SR,REG	\$425.25	\$850.50
7	4	N8150-552	HDD,SAS,2.5",600GB(15K,512N,12GBPS)	\$677.25	\$2,709.00
8	1	N8103-190	BRD,RAID DAC,(2GB 0/1/5/6),8PORT,STD HS	\$385.88	\$385.88
9	1	N8103-198	BAT,BBU,RAIDDAC,N8103-190 THRU -196/-201	\$94.50	\$94.50
10	1	N8104-179	NIC,1000BASE-T GB,4CH,PCIE2X4,BROADCOM	\$228.38	\$228.38
11	1	N8143-131	CHA,RAIL KIT,TOOL FREE,1U,2.5"SVR	\$70.88	\$70.88
12	2	N8181-160	PSU,800W.HOTPLUG,80+ PLATINUM,PWR SUPPLY	\$236.25	\$472.50
13	1	307-00012-000	CRU PWR CBL, US	\$3.15	\$3.15
14	1	Q24-HL00000000708	/PA/LOCLZN KIT,IEC320 C13-NEMA 5-15P CBL	\$0.00	\$0.00
	5			\$0.00	\$0.00
15	1	Std Warranty Included	Standard Hardware Warranty: 3 years	\$0.00	\$0.00
16			SubTotal (one-time)		\$10,244.61
17					
18			SSL Certificate		
19	1	MD_2	2 Year Multi Domain certificate (covers up to 4 domains)	\$680.00	\$680.00
20			SubTotal (one-time)		\$680.00
21					

Line	Qty	Part Number	Description	Unit Price	Ext. Price
22			Professional Services		
23	77	BT-TIER2	BitTitan Tool - Per User Migration (51-200 Users)	\$11.70	\$900.90
24			SubTotal (one-time)		\$900.90
25					
26			Microsoft Licensing		
27	1	312-04417	Microsoft Exchange Server 2019 Standard - License - 1 Server - Local Government, Volume - Microsoft Open License for Government - English - PC	\$644.00	\$644.00
28	77	381-04516	Microsoft Exchange Server 2019 Standard CAL - License - 1 User CAL - Local Government, Volume - Microsoft Open License for Government - English - PC	\$81.00	\$6,237.00
29	1	9EM-00678	Microsoft Windows Server 2019 Standard - License - 16 Core - Microsoft Qualified, Volume, Local Government - Microsoft Open License for Government - English - PC	\$803.00	\$803.00
30			SubTotal (one-time)		\$7,684.00

SubTotal	\$19,509.51
Tax	\$0.00
Total	\$19,509.51

Unless otherwise noted, all prices and descriptions are subject to change without notice. Standard freight is not included in this quotation and may be added to the final invoice. Charges for expedited freight and/or extra fees due to unusual size of products are not included and will be invoiced separately. Title and risk of loss transfer to Buyer upon delivery of Products to the carrier. If Buyer directs Magna5 MS LLC to bill transportation to a third-party account number or to ship 'freight collect', Buyer is responsible for all transportation and accessorial charges associated with the order, and is responsible for product loss and damage in transit claims with the Buyer's carrier. Standard Payment Terms for this quotation are 50% due upon execution with the remaining 50% due upon delivery, unless otherwise specified in writing prior to order. For all Expedited Orders, Buyer will be invoiced 100% due upon execution. Payment terms may be modified based on credit review. Any project services which accompany quoted product will commence once invoice is 'paid in full'. A late fee of 1.5% will apply to past due invoices. Manufacturer return policies vary from product to product. Products cannot be returned if opened or if the product is a result of a custom configuration from Manufacturer. Please check with your sales representative prior to ordering for specific product return policies. Information provided in the quotation is proprietary and may not be copied or released other than for the express purpose of selection/purchase without the express written consent of Magna5 MS LLC. Tax quoted (if listed) shall be considered as "estimate only" based on information provided in this quotation. Tax will only be invoiced by Supplier for products and services delivered to a Customer's location(s) in States where Supplier is required to remit tax. Customer may be liable for tax even if Supplier is not required to remit tax. If there are any questions regarding tax liabilities, please consult your tax advisor.

Signed _____

P.O. # _____

Title _____

Date _____



ATTACHMENT 4

Letter of Engagement

Magna5 MS LLC

5445 Legacy Drive, Suite 180, Plano, TX 75024

t. 844-4MAGNA5 f. 412-489-5875

Send signed agreements to OrdersIT@Magna5Global.com
or by fax to 412-489-5875.

Customer

Town of Kent, New York

25 Sybil's Crossing

Kent Lakes, New York 10512

Auto 15394

Description

Advanced Engineering Support - Hour

Sales Rep

Mike Reynolds

SE

Jacob Bever

Number

365Q5492

Date

May 17, 2019

Supplier

Magna5 MS LLC

Qty

Unit Price

Ext. Price

33

\$165.00

\$5,445.00

Payment #1:

\$4,125.00

Payment Summary and Schedule

The Professional Services rate for this engagement is listed above. The maximum number of hours to be billed to the Customer will not exceed the above amount without prior written consent of the Customer.

- " Payment #1 is due at execution/acceptance of proposal
- " Hours not covered under Payment #1 will be invoiced monthly throughout the life of the project. A final invoice for any remaining hours will be issued and is due immediately upon completion of the project
- " Services may be subject to tax. A late fee of 1.5% per month will apply for past due invoices

Signatures

This Engagement constitutes the entire understanding, between the two parties and supersedes any previous or co-existing negotiations, communications, representations or agreements by either party whether verbal or written. These terms and conditions cannot be superseded by the issuance of a purchase order or other Customer document. Each person executing this Engagement on behalf of Supplier and Customer represents and warrants that he or she has been fully authorized to do so, and that all necessary corporate actions (if any) required for the execution of this Engagement have been taken. Tax quoted (if listed) shall be considered as "estimate only" based on information provided in this quotation. Tax will only be invoiced by Supplier for products and services delivered to a Customer's location(s) in States where Supplier is required to remit tax. Customer may be liable for tax even if Supplier is not required to remit tax. If there are any questions regarding tax liabilities, please consult your tax advisor.

Town of Kent, New York

Magna5 MS LLC

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

Agreed to and accepted on: _____

Customer PO Number: _____

©Magna5 MS LLC. Information in this document has been shared confidentially by Supplier to Customer. Customer may not share the contents or existence of this document without the express written consent of Supplier.



Magna5 Introduction

Magna5 co-sourcing fills expertise gaps, saves time and money and provides valuable support to your current IT staff. Magna5 delivers a complete range of managed services, hosting options and consulting services 24/7/365 from Pittsburgh, Pennsylvania. We never stop evolving our technologies and operational efficiencies to deliver a customer experience and provide network results far superior to our competitors. We strive to deliver on every promise, every time because we know who we work for--the partners and customers who put their trust in us. Combining internal and external resources to create the ideal balance of technology and cost efficiency. We work to learn your business and make decisions that are sensitive to your budget. Magna5 co-sourcing fills expertise gaps, saves time and money and provides valuable support to your current IT staff. Magna5 has a single, well-defined mission with a decade of experience doing it; we pick up where your IT service leaves off.

Summary of Client's Request

Client has requested assistance migrating their current Exchange Mailboxes to a new on-premise Exchange server solution.

Services to Be Delivered

Supplier will install and configure a new on-premise Exchange 2016 server, migrate all mailbox data using BitTitan, cut over mail flow, and assist with the reconfiguration of client Outlook profiles, as needed.

Work is estimated to take between 25 and 33 hours.

Scope of Work

Install Exchange 2016 Server

- Prepare Active Directory environment for Exchange 2016
- Install Windows Server 2016
- Join to existing domain
- Configure IP, hostname, and DNS settings
 - Confirm network connectivity
- Install Exchange 2016 prerequisites
- Install Exchange 2016 components
- Install license key
- Create mailbox database
- Create NAT and firewall rules for SMTP (port 25) and HTTPS (port 443)
- Create send & Receive connectors for mail flow
 - Add host(s) IP addresses allowed for SMTP relay
 - Configure message size limitations
 - Configure Transport limitations
- Generate CSR (Certificate Signing Request)
- Install Certificate and assign roles
- Apply hotfixes and patches
- Configure Client Access properties
 - Outlook Web App (OWA) URLs
 - Configure OWEA authentication type



- Enable Outlook Anywhere
- Configure Offline Address Book distribution
- Add all Authorized domains

Migrate Data using BitTitan MigrationWiz

- Create all mailboxes in Target (on-premise) infrastructure
- Configure BitTitan Tenant
- Connect BitTitan to the Target (on-premise) infrastructure
- Connect BitTitan to the source infrastructure
- Sync all mail, calendar, contact data for each mailbox
- Run incremental data syncs up until the cutover date

Cut over Email Services

- Update DNS MX records to update mail flow
 - Confirm mail flow and functionality
- Update DNS SPF records
- Update DNS CNAME (Autodiscover) records

Post Migration Steps

- Work with client to update outlook profiles, as needed



APPENDIX 'A': Terms and Conditions for Engineering Support Engagement

- Work will be performed during normal business hours at the discretion of the Client. Normal business hours are defined as 8 a.m. until 5 p.m. local time Monday through Friday, excluding holidays.
- After hours time will be billed at 1.5 times the hourly rate. After business hours are defined as 5:01 p.m. until 7:59 a.m. local time on Monday through Friday and all-day Saturday and Sunday.
- Travel time (if applicable) is not included in this quote and will be billed at \$85.00 per hour.
- Travel expenses (if applicable) will be invoiced at actual cost plus 10% administrative fee.
- If issues are encountered by Supplier as a result of existing or outside problems in the Client's environment, Supplier reserves the right to bill Client for time spent to resolve these problems at the Professional Services rate as defined in this Engagement.
- Manufacturer specific bugs or faulty software issues will be worked through to resolution with Manufacturer and are outside of the implementation scope at the current time and materials rate for Professional Services.
- In the event an engineer is requested by Client to work on an issue or project that is outside of the defined Engagement, the Client will be invoiced at the Supplier's current hourly rate in accordance with this Engagement.
- The maximum number of hours to be billed to the Client will not exceed the quoted amount without prior written consent of the Client.
 - Hours that exceed the quoted amount will be invoiced monthly throughout the life of the project. A final invoice for any remaining hours will be issued and is due immediately upon completion of the project

1. Confidentiality

- 1.1. Protection of Confidential Information.** Each party agrees not to transfer or otherwise disclose the Confidential Information of the other party to any third party. Each party shall (i) give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Engagement, and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own confidential information, but, in no event, shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. Nothing in this Engagement shall prevent either party from disclosing the Confidential Information of the other party pursuant to any judicial or governmental order, provided that the party gives the other party reasonable prior notice of such disclosure (to the extent it is permitted to do so under such order) to contest such order.
- 1.2. Disclosure of the Existence of this Engagement.** Both parties shall have the right to disclose the existence of this Engagement, upon the prior written consent of the other party, but not the terms and conditions of this Engagement.
- 1.3. Personal Data.** "Personal Data" means the nonpublic personal information (as defined in 15 U.S.C. § 6809(4)) of Client's customers or prospective customers received by Supplier in connection with the performance of its obligations under the Engagement, including but not limited to (i) an individual's name, address, e-mail address, IP address, telephone number and/or social security number, (ii) the fact that an individual has a relationship with Client, or (iii) an individual's account information. Supplier acknowledges that Client and its clients are subject to the privacy regulations under Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., pursuant to which regulations Client is required to obtain certain undertakings from Supplier with regard to the privacy, use and protection of Personal Data. Notwithstanding anything to the contrary contained in this Engagement, Supplier agrees that it will: (1) not disclose or use any Personal Data except to the extent necessary to carry out its obligations under this Engagement; (2) not disclose Personal Data to any third party subcontractors unless such third party subcontractor agrees to be bound by the obligations of this Section; (3) maintain, and will require all third party subcontractors maintain, effective information security measures to protect Personal Data from anticipated threats or hazards to the security and integrity of such Personal Data; and (4) protect against unauthorized access to or use of such Personal Data which could result in substantial harm or inconvenience to such customers of Client.

2. **Intellectual Property Rights.** Except as expressly set forth herein, Supplier shall retain all right, title and interest in, and shall be the sole owner of Supplier Confidential Information. Client shall maintain all rights in the content that it provides to Supplier, as well as all of its Confidential Information, including, without limitation, information in Supplier's databases related to Client, its users, clients and their respective users. Neither party shall copy, distribute, reproduce or use the other party's property except as expressly permitted under this Engagement.
3. **Warranty and Liability**
 - 3.1. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS ENGAGEMENT, THE SERVICES DELIVERY, SUPPLIER'S CONFIDENTIAL INFORMATION AND ANY IMPLEMENTATION SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND. BOTH PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE.
 - 3.2. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES, THE DELAY OR INABILITY TO USE THE SERVICES OR OTHERWISE ARISING FROM THIS ENGAGEMENT INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY UNDER THIS ENGAGEMENT SHALL NOT EXCEED, IN THE CASE OF THE CLIENT, THE FEES PAID TO SUPPLIER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
4. **Indemnification.** Supplier will defend, at its expense, any action brought against Client to the extent that it is based on a claim that the services delivered by Supplier infringes any Intellectual Property Right of any third party. Supplier will indemnify Client from any costs, damages and fees (including reasonable attorneys', experts and court fees) in such action which are attributable to such claim, provided that Client agrees to notify Supplier promptly in writing of any claim (however, failure or delay in notice shall not affect Supplier's obligation to indemnify, except to the extent Supplier's ability to defend the claim is prejudiced thereby), to permit Supplier to defend, compromise or settle the claim (so long as such settlement contains a full and unconditional release of Client from such proceeding) and to provide all available information and reasonable assistance regarding such claim, all at Supplier's sole expense.
5. **General Provisions.**
 - 5.1. **Relationship of the Parties.** The relationship established between the parties by this Engagement is that of independent contractors.
 - 5.2. **Non-assignability and Binding Effect.** Neither party shall assign this Engagement to any third party without the prior written consent of the other party which will not be unreasonably withheld, except that Client may assign this Engagement to any successor to all or substantially all of the Client's stock or assets.
 - 5.3. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand or by facsimile transmission, or upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the addresses first listed above (or at such other address for a party as shall be specified by like notice).
 - 5.4. **Force Majeure.** Neither party shall be liable for any loss resulting from a cause over which it does not have reasonable control including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, severe weather, earthquakes, or natural disasters, wars, or governmental restrictions.

- 5.5. Waiver.** No failure or delay on the part of any party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in a signed writing.
- 5.6. Governing Law.** This Engagement is governed by the laws of the Commonwealth of Pennsylvania, U.S.A. without regard to any provision that would make the laws of another jurisdiction applicable. The federal and state courts sitting in Pittsburgh, Pennsylvania, U.S.A. shall have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Engagement.
- 5.7. Counterparts.** This Engagement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Engagement.
- 5.8. Injunctive Relief.** The parties acknowledge and agree that use of any Confidential Information in any manner not permitted by this Engagement will irreparably damage the disclosing party. Accordingly, in addition to any other remedy to which it may be entitled by law or in equity, the disclosing party will be entitled to an injunction (without any bond or other security being required) restraining any violation of this Engagement by the receiving party or any other appropriate decree of specific performance.



ATTACHMENT 5

Addendum

Magna5 MS LLC
5445 Legacy Drive, Suite 180, Plano, TX 75024
 t. 844-4MAGNA5 f. 412-489-5875

Send signed agreements to OrdersIT@Magna5Global.com
 or by fax to 412-489-5875.

Sales Rep Number 365Q5489

Mike Reynolds **Date** May 24, 2019

SE

Jacob Bever

Customer

Town of Kent, New York
 25 Sybil's Crossing
 Kent Lakes, New York 10512

Supplier

Magna5 MS LLC

Auto 15394

Description	Qty	Unit Price	Ext. Price
Monitoring & Management Services			
IT Support - Server (Cloud Hosted)	2	\$56.00	\$112.00
SubTotal (monthly)			\$112.00
Software-as-a-Service			
Hosted Anti-Spam - per mailbox, per month	77	\$1.50	\$115.50
Bitdefender Anti-Virus - per device, per month	2	\$2.00	\$4.00
Exchange Standard, rental, per Subscriber Access License (SAL), per month	77	\$2.06	\$158.62
SubTotal (monthly)			\$278.12
Backup & Recovery Services			
Commvault App Agent (Exch, SQL) (Per Server)	2	\$57.00	\$114.00
Commvault Offsite Storage Iron Mountain (Per GB)	1,000	\$0.15	\$150.00
SubTotal (monthly)			\$264.00
Private Cloud Hosting Services			
CPU Count	6	\$30.00	\$180.00
RAM (GB)	20	\$20.00	\$400.00
Disk Space (GB)	780	\$0.25	\$195.00
Bandwidth (MB)	5	\$15.00	\$75.00
Public IP Addresses	1	\$2.50	\$2.50

Description	Qty	Unit Price	Ext. Price
Managed Firewall	1	\$100.00	\$100.00
SubTotal (monthly)			\$952.50
Professional Services			
BitTitan Tool - Per User Migration (51-200 Users)	77	\$11.70	\$900.90
SubTotal (one-time)			\$900.90
SSL Certificate			
2 Year Multi Domain certificate (covers up to 4 domains)	1	\$680.00	\$680.00
SubTotal (one-time)			\$680.00

This Addendum shall commence on the Effective Date and is coterminus with either the Initial Term or current Renewal Term as outlined in the original Master Services Agreement (MSA). This Addendum supersedes the original MSA and any other addendum as it relates to device quantities and per unit pricing, only. Each person executing this Addendum to the original MSA on behalf of Supplier and Customer represents and warrants that he or she has been fully authorized to do so, and that all necessary corporate actions (if any) required for the execution of this Addendum have been taken. Tax quoted (if listed) shall be considered as "estimate only" based on information provided in this quotation. Tax will only be invoiced by Supplier for products and services delivered to a Customer's location(s) in States where Supplier is required to remit tax. Customer may be liable for tax even if Supplier is not required to remit tax. If there are any questions regarding tax liabilities, please consult your tax advisor.

Town of Kent, New York

Magna5 MS LLC

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

Effective Date: _____
(Completed by Supplier upon full execution of Signatures)

Service Activation Date: _____
(Completed by Supplier upon activation of Services)

Managed Services (As of May 24, 2019)

Accepted (initials): _____

Date: _____

1. Description of Services

	Essential IT Monitoring	Enterprise IT Monitoring	Server Maintenance	IT Support
<u>All Devices</u>				
Validated Alerting by 24x7x365 NOC	Included	Included	Included	Included
Monthly Technical Usage Reports	Included	Included	Included	Included
Monitoring & Ticketing Portal Access	Included	Included	Included	Included
Service Review Meetings		Included	Included	Included
Vendor Management/Information				Included
<u>Server</u>				
Connectivity Monitoring	Included	Included	Included	Included
Port Monitoring	Included	Included	Included	Included
Server Uptime	Included	Included	Included	Included
Disk Usage	Included	Included	Included	Included
Server Performance (CPU, Memory, Disk)		Included	Included	Included
Hardware Monitoring		Included	Included	Included
Anti-Virus Monitoring		Included	Included	Included
Service/Process Monitoring		Included	Included	Included
Application Monitoring		Included	Included	Included
Backup Monitoring		Included	Included	Included
Virtualization Monitoring		Included	Included	Included
Event Log Monitoring		Included	Included	Included
Windows Patch Management			Included	Included
Hardware Management				Included
Self Healing				Included
Basic Issue Remediation (.5 hour per month)				Included
Projects & Outside Vendor Issues				Out of Scope
<u>Routers & Firewalls</u>				
Connectivity Monitoring	Included	Included		Included
Device Performance (CPU & Memory)	Included	Included		Included
Device Uptime	Included	Included		Included

Carrier Issue Notification (ISP, MPLS)		Included		Included
VPN Monitoring		Included		Included
Routing Protocol Monitoring		Included		Included
Interface Health Monitoring		Included		Included
Traffic Monitoring		Included		Included
Firmware Updates				Included
VPN Management				Included
Configuration Backups				Included
Basic Issue Remediation (.5 hour per month)				Included
Projects & Outside Vendor Issues				Out of Scope
Switches				
Connectivity Monitoring	Included	Included		
Device Performance (CPU & Memory)	Included	Included		
Device Uptime	Included	Included		
Routing Protocol Monitoring		Included		
Interface Health Monitoring		Included		
Traffic Monitoring		Included		

IT Monitoring – Supplier monitors services per device on a 24x7x365 basis from a fully managed operations center that include life state events on devices' success, failure and performance. Supplier will monitor functionality based on device capabilities. When an alert is triggered by Supplier's monitoring system, Supplier will confirm the alarm by executing advanced validation activities and will gather pertinent analysis and isolation detail by tracking system resource metrics. Notification of the alert by Supplier to Customer will include detailed analysis information, when available.

Device and Performance Communications – Supplier will provide two web portals to Customer; a portal for ticket tracking and a monitoring portal for device statistics, performance forensics and real-time availability information.

Basic Issue Remediation – When authorized by Customer in writing, Supplier assumes responsibility for resolving basic application, backup and system incidents when possible. This includes making configuration changes, restarting processes and escalating incidents to vendors to obtain patches and bug fixes. Customer is responsible for providing Supplier sufficient access to their equipment and systems to perform incident remediation.

Vendor Management/Information – Supplier uses vendor management information when it is necessary to escalate incidents to vendors for incident remediation on behalf of the Customer. Customer is responsible to purchase service contracts and authorize Supplier to call on their behalf in order to perform incident remediation.

Carrier Issue Notification – Supplier will contact Customer's network provider to open tickets for site outages and performance problems. Customer is responsible for supplying Supplier with vendor, contract numbers, and site contacts. Supplier may also require a letter of authorization from Customer to open tickets with vendors on their behalf.

Backup Management – Backup Management and troubleshooting activities will be included if Customer is using a Supplier Backup Service. If Supplier is working with Customer-owned Backup software or service, Supplier will use Basic Issue Remediation time to conduct management and troubleshooting activities. If Backup issues are a result of obsolete or misconfigured Customer equipment, said issues will be considered outside of the defined Agreement, and any work by Supplier in compiling such report will be billed at Supplier's current hourly rate.

Monthly Technical Usage Reports – Supplier can provide standard vendor monthly technical usage reports to Customer. A report requested by Customer that is not part of the standard vendor reports will be considered outside of the defined Agreement, and any work by Supplier in compiling such report will be billed at Supplier's current hourly rate.

2. Change Management – All changes to the Customer environment (except for pre-approved changes) must follow the change management process described as follows:

Pre-approved changes or trivial changes that are agreed upon between the Customer and the Supplier in advance that follow specific rules.

Customer is to email a Change Request (CR) to Supplier or enter a ticket in Supplier's ticketing system with the specific change request. If the change is within the Scope of Work, Supplier will evaluate the impact the change will have on the Customer's business operation, and the impact on other services that run on the same infrastructure. If there is no impact, Supplier will implement the change. If there are risks associated with the CR, Supplier will contact Customer to work out a safer functionality. If the change is not in-scope, Customer will be invoiced at the current rate for the work provided Supplier has obtained Customer approval in writing of the estimate and authorization to proceed.

The Change Request should include the following information if possible:

- Name of Customer personnel that requests the change
- Description of Change – text field explaining what will be done
- Reason for change – text field explaining why the change is necessary
- Implementer – Select Supplier or Customer
- Devices Impacted
- Requested Date/Time of Change
- Expected duration of change
- Priority – changes are prioritized as:
- Emergency – Customer operations impacted; needs to occur within the next 2 hours after submission of the change request
 - o Urgent – change is required to occur within 4 hours
 - o Scheduled – can occur within an agreed upon time between Supplier and Customer.

Supplier will notify Customer upon successful completion of any Change Request submitted by Customer and executed by Supplier.

3. Customer Incident Management Guidelines

3.1 Definition of Event - An event is defined as an alert received from Supplier's monitoring system. Such alerts may originate directly from the device(s) being monitored (i.e. server, switch, router, or firewall), from devices via software agents, or from external Supplier systems monitoring those devices.

3.2 Definition of Incident - An incident is any event which is not part of the standard operation of a service and which causes, or may cause, an interruption or a reduction in the quality of Customer operations. Not every event is an incident. Incidents are classified by severity as follows:

Severity 1 – Customer site, or device, is completely unable to provide service(s) critical to the Customer's business - If remediation falls within the Scope of Work, Supplier will begin working to diagnose and remediate the incident within fifteen (15) minutes from Supplier receiving the event. If not, the Customer will be notified within fifteen (15) minutes from Supplier receiving the event and, unless expressly prohibited in writing from the Customer, Supplier will begin working to diagnose and remediate the event. Supplier's work on out of scope Severity 1 events will be billed to Customer on a time and materials basis at the Supplier's current hourly rate.

Severity 2 – Customer site, or device, is functioning but impaired (i.e. web pages loading slowly, one of multiple, high-available systems are down) - If remediation falls within the Scope of Work, Supplier will begin working to diagnose and remediate the incident within fifteen (15) minutes from Supplier receiving the event. If not, Customer will be notified within thirty (30) minutes from Supplier receiving the event.

Severity 3 – General maintenance required (i.e. clearing of log files). If remediation falls within the Scope of Work, Supplier will begin working on the maintenance within twenty-four (24) hours from Supplier receiving the event. If not, Customer will not be notified unless the incident remains open for more than twenty-four (24) hours.

3.3 Definition of Notification -Notification is the act of informing the Customer that an incident has occurred and/or is in progress. Relevant incident information is included in the communication and the Customer is assured that, when authorized by Customer, Supplier is making efforts toward a resolution. The notification SLA is met when the designated notification contact is notified within 15 minutes of Severity 1 event first occurrence, 30 minutes of Severity 2 events, and 24 hours for Severity 3.

4. Transition – Depending on the services to be delivered to Customer, Transition consists of a portion or all the following tasks:

Documentation Phase

- Create Internal documentation portal specifically for Customer
- Send and retrieve completed Customer Implementation Questionnaire
- Populate documentation in Internal documentation portal

Customer Services Phase

- Kick Off Call
- Send Welcome Kit to Customer

- Create Customer profile and populate Customer contact information in Supplier Ticket Tracking System
- Create Customer Logins for Supplier Ticket Tracking System
- Determine schedule of review calls (if any)

Monitoring Setup Phase

- Create Customer profile inside of Remote Monitoring Manager
- Setup Probe(s)
- Setup Remote Backups Dispatched (if applicable)

Setup Network Devices & Appliances

- Enable SNMP Customer devices (if applicable)
- Add Customer devices to Remote Monitoring Manager

Setup Servers

- Install SNMP on Customer servers (if applicable)
- Deploy Remote Monitoring Manager Agents (if applicable)
- Add Customer servers to Remote Monitoring Manager
- Install Vendor Management Software on Customer servers (if applicable)
- Apply Services & Service Templates to Customer servers
- Configure WSUS on Customer servers

Client Interface

- Create an Exchange Distribution Group comprised of Customer contacts
- Schedule Monthly Technical Review reports to be sent to Customer
- Create Customer Logins for Remote Monitoring Manager

If Customer does not have the proper device to set up our monitoring services, a \$50 per month fee will be assessed. This equipment is the property of Supplier and must be returned within five (5) business days if this agreement is terminated.

5. Customer Responsibilities

An Implementation Questionnaire will be provided by Supplier to Customer at the time the Agreement is executed. It is the responsibility of the Customer to return a fully completed questionnaire at least seven business days in advance of the Service Activation Date. Examples of information requested on the questionnaire may include, but are not limited to, hardware appliances, IP addresses, application functionality, network configuration, and network architecture (collectively, "Specifications"). The questionnaire will, also, identify troubleshooting procedures, escalation procedures, and technical points of contact for the Customer. If Supplier is required to assist Customer in fulfilling this requirement, Supplier reserves the right to invoice Customer for additional services based on the current services rate.

No later than seven business days before Service Activation Date, Customer shall (a) configure Customer platforms or equipment, including but not limited to, software, hardware, applications, and IP address ranges, which are not part of Customer equipment, if any, according to the technical specifications provided by Supplier in order to connect to Supplier equipment and the Service ("Customer's External Equipment"); and (b) provide reasonable access to Customer equipment and Customer's private network to allow Supplier to install Service. If Supplier is required to assist Customer in fulfilling this requirement, Supplier may charge Customer for additional services.

Supplier will have administrative rights to the device(s) after Service Activation Date. Supplier will work with the Customer to ensure that any changes that require administrative rights are completed as defined in the Change Management Process. When Administrative access is shared, Supplier must be notified prior to any major system modifications/changes or scheduled maintenance by the Customer.

Customer is required to ensure that Supplier's employees and sub-contractors are given reasonable authorized access to premises, equipment, software and systems in order that the Services may be delivered and maintained in accordance with the terms of this Agreement.

Customer agrees not to hire, or offer to hire Supplier personnel while this Agreement is in effect or for a period of 90 days after the termination of services supplied by Supplier to Customer under this Agreement. Should Customer do so, Customer agrees to pay Supplier 25% of the first year compensation offered to Supplier employee as compensation.

In the event that Customer operates formal security policies, the Customer will provide Supplier with up-to-date information on its security policies and will keep Supplier informed about any changes to these policies.

6. Service Level Agreements

Unless specified in a separate Statement of Work or Service Order Form, Supplier agrees to honor the following Service Level Agreements ("SLA's") with respect to Services rendered on behalf of Customer.

Notification SLA

Performance Criteria - When Supplier detects a service affecting issue via our monitoring, Supplier will, within 15 minutes for a Severity 1 (One) issue of Supplier's identification of the service affecting issue, attempt to contact and advise the Customer unless the Customer has provided alternate instructions allowing for contact in greater than 15 minutes or providing that the Customer does not want to be contacted. When Supplier detects a services affecting issue via monitoring, Supplier will, within 30 minutes for a Severity 2 (Two) issue of Supplier's identification of the service affecting issue, attempt to contact and advise the Customer unless the Customer has provided alternate instructions allowing for greater than 30 minutes or providing that the Customer does not want to be contacted.

Customer Compensation for non-performance - If Supplier fails to meet this Notification SLA, and if so demanded by Customer, then Supplier will credit Customer's next invoice in an amount equal to 1/30 of the monthly recurring fee for each 30-minute increment following the initial 30 minutes. The maximum credit will not exceed 100% of the monthly recurring fee in any one month.



ATTACHMENT 6

Letter of Engagement

Magna5 MS LLC

5445 Legacy Drive, Suite 180, Plano, TX 75024

t. 844-4MAGNA5 f. 412-489-5875

Send signed agreements to OrdersIT@Magna5Global.com
or by fax to 412-489-5875.

Customer

Town of Kent, New York

25 Sybil's Crossing

Kent Lakes, New York 10512

Auto 15394

Sales Rep

Mike Reynolds

Number 365Q5493

Date May 17, 2019

SE

Jacob Bever

Supplier

Magna5 MS LLC

Description	Qty	Unit Price	Ext. Price
Advanced Engineering Support - Hour	30	\$165.00	\$4,950.00

Payment #1: \$3,630.00

Payment Summary and Schedule

The Professional Services rate for this engagement is listed above. The maximum number of hours to be billed to the Customer will not exceed the above amount without prior written consent of the Customer.

- " Payment #1 is due at execution/acceptance of proposal
- " Hours not covered under Payment #1 will be invoiced monthly throughout the life of the project. A final invoice for any remaining hours will be issued and is due immediately upon completion of the project
- " Services may be subject to tax. A late fee of 1.5% per month will apply for past due invoices

Signatures

This Engagement constitutes the entire understanding, between the two parties and supersedes any previous or co-existing negotiations, communications, representations or agreements by either party whether verbal or written. These terms and conditions cannot be superseded by the issuance of a purchase order or other Customer document. Each person executing this Engagement on behalf of Supplier and Customer represents and warrants that he or she has been fully authorized to do so, and that all necessary corporate actions (if any) required for the execution of this Engagement have been taken. Tax quoted (if listed) shall be considered as "estimate only" based on information provided in this quotation. Tax will only be invoiced by Supplier for products and services delivered to a Customer's location(s) in States where Supplier is required to remit tax. Customer may be liable for tax even if Supplier is not required to remit tax. If there are any questions regarding tax liabilities, please consult your tax advisor.

Town of Kent, New York

Magna5 MS LLC

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

Agreed to and accepted on: _____

Customer PO Number: _____

©Magna5 MS LLC. Information in this document has been shared confidentially by Supplier to Customer. Customer may not share the contents or existence of this document without the express written consent of Supplier.



Magna5 Introduction

Magna5 co-sourcing fills expertise gaps, saves time and money and provides valuable support to your current IT staff. Magna5 delivers a complete range of managed services, hosting options and consulting services 24/7/365 from Pittsburgh, Pennsylvania. We never stop evolving our technologies and operational efficiencies to deliver a customer experience and provide network results far superior to our competitors. We strive to deliver on every promise, every time because we know who we work for—the partners and customers who put their trust in us. Combining internal and external resources to create the ideal balance of technology and cost efficiency. We work to learn your business and make decisions that are sensitive to your budget. Magna5 co-sourcing fills expertise gaps, saves time and money and provides valuable support to your current IT staff. Magna5 has a single, well-defined mission with a decade of experience doing it; we pick up where your IT service leaves off.

Summary of Client's Request

Client has requested assistance migrating their current Exchange Mailboxes to a new cloud hosted Exchange server solution.

Services to Be Delivered

Supplier will install and configure cloud hosted Exchange 2016 server and domain controller, migrate all mailbox data using BitTitan, cut over mail flow, and assist with the reconfiguration of client Outlook profiles, as needed.

Work is estimated to take between 22 and 30 hours.

Scope of Work

Configure Cloud Network Connectivity

- Provision cloud network
- Configure Site-to-Site VPN connectivity between main office and cloud network
 - Verify connectivity

Install Cloud Domain Controller

- Install Windows Server 2016
- Join to existing domain
- Configure IP, hostname, and DNS settings
 - Confirm network connectivity
- Install Active Directory Binaries
- Promote to a domain controller
 - Confirm AD SYSVOL replication is successful

Install Cloud Exchange 2016 Server

- Prepare Active Directory environment for Exchange 2016
- Install Windows Server 2016
- Join to existing domain
- Configure IP, hostname, and DNS settings
 - Confirm network connectivity
- Install Exchange 2016 prerequisites



- Install Exchange 2016 components
- Install license key
- Create mailbox database
- Create NAT and firewall rules for SMTP (port 25) and HTTPS (port 443)
- Create send & Receive connectors for mail flow
 - Add host(s) IP addresses allowed for SMTP relay
 - Configure message size limitations
 - Configure Transport limitations
- Generate CSR (Certificate Signing Request)
- Install Certificate and assign roles
- Apply hotfixes and patches
- Configure Client Access properties
 - Outlook Web App (OWA) URLs
 - Configure OWEA authentication type
- Enable Outlook Anywhere
- Configure Offline Address Book distribution
- Add all Authorized domains

Migrate Data using BitTitan MigrationWiz

- Create all mailboxes in Target (cloud) infrastructure
- Configure BitTitan Tenant
- Connect BitTitan to the Target (cloud) infrastructure
- Connect BitTitan to the source infrastructure
- Sync all mail, calendar, contact data for each mailbox
- Run incremental data syncs up until the cutover date

Cut over Email Services

- Update DNS MX records to update mail flow
 - Confirm mail flow and functionality
- Update DNS SPF records
- Update DNS CNAME (Autodiscover) records
- Update DNS A records for OWA/ECP access

Post Migration Steps

- Work with client to update outlook profiles, as needed



APPENDIX 'A': Terms and Conditions for Engineering Support Engagement

- Work will be performed during normal business hours at the discretion of the Client. Normal business hours are defined as 8 a.m. until 5 p.m. local time Monday through Friday, excluding holidays.
- After hours time will be billed at 1.5 times the hourly rate. After business hours are defined as 5:01 p.m. until 7:59 a.m. local time on Monday through Friday and all-day Saturday and Sunday.
- Travel time (if applicable) is not included in this quote and will be billed at \$85.00 per hour.
- Travel expenses (if applicable) will be invoiced at actual cost plus 10% administrative fee.
- If issues are encountered by Supplier as a result of existing or outside problems in the Client's environment, Supplier reserves the right to bill Client for time spent to resolve these problems at the Professional Services rate as defined in this Engagement.
- Manufacturer specific bugs or faulty software issues will be worked through to resolution with Manufacturer and are outside of the implementation scope at the current time and materials rate for Professional Services.
- In the event an engineer is requested by Client to work on an issue or project that is outside of the defined Engagement, the Client will be invoiced at the Supplier's current hourly rate in accordance with this Engagement.
- The maximum number of hours to be billed to the Client will not exceed the quoted amount without prior written consent of the Client.
 - Hours that exceed the quoted amount will be invoiced monthly throughout the life of the project. A final invoice for any remaining hours will be issued and is due immediately upon completion of the project

1. Confidentiality

- 1.1. Protection of Confidential Information.** Each party agrees not to transfer or otherwise disclose the Confidential Information of the other party to any third party. Each party shall (i) give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Engagement, and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own confidential information, but, in no event, shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. Nothing in this Engagement shall prevent either party from disclosing the Confidential Information of the other party pursuant to any judicial or governmental order, provided that the party gives the other party reasonable prior notice of such disclosure (to the extent it is permitted to do so under such order) to contest such order.
- 1.2. Disclosure of the Existence of this Engagement.** Both parties shall have the right to disclose the existence of this Engagement, upon the prior written consent of the other party, but not the terms and conditions of this Engagement.
- 1.3. Personal Data.** "Personal Data" means the nonpublic personal information (as defined in 15 U.S.C. § 6809(4)) of Client's customers or prospective customers received by Supplier in connection with the performance of its obligations under the Engagement, including but not limited to (i) an individual's name, address, e-mail address, IP address, telephone number and/or social security number, (ii) the fact that an individual has a relationship with Client, or (iii) an individual's account information. Supplier acknowledges that Client and its clients are subject to the privacy regulations under Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., pursuant to which regulations Client is required to obtain certain undertakings from Supplier with regard to the privacy, use and protection of Personal Data. Notwithstanding anything to the contrary contained in this Engagement, Supplier agrees that it will: (1) not disclose or use any Personal Data except to the extent necessary to carry out its obligations under this Engagement; (2) not disclose Personal Data to any third party subcontractors unless such third party subcontractor agrees to be bound by the obligations of this Section; (3) maintain, and will require all third party subcontractors maintain, effective information security measures to protect Personal Data from anticipated threats or hazards to the security and integrity of such Personal Data; and (4) protect against unauthorized access to or use of such Personal Data which could result in substantial harm or inconvenience to such customers of Client.

2. **Intellectual Property Rights.** Except as expressly set forth herein, Supplier shall retain all right, title and interest in, and shall be the sole owner of Supplier Confidential Information. Client shall maintain all rights in the content that it provides to Supplier, as well as all of its Confidential Information, including, without limitation, information in Supplier's databases related to Client, its users, clients and their respective users. Neither party shall copy, distribute, reproduce or use the other party's property except as expressly permitted under this Engagement.
3. **Warranty and Liability**
 - 3.1. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS ENGAGEMENT, THE SERVICES DELIVERY, SUPPLIER'S CONFIDENTIAL INFORMATION AND ANY IMPLEMENTATION SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND. BOTH PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE.
 - 3.2. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES, THE DELAY OR INABILITY TO USE THE SERVICES OR OTHERWISE ARISING FROM THIS ENGAGEMENT INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY UNDER THIS ENGAGEMENT SHALL NOT EXCEED, IN THE CASE OF THE CLIENT, THE FEES PAID TO SUPPLIER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
4. **Indemnification.** Supplier will defend, at its expense, any action brought against Client to the extent that it is based on a claim that the services delivered by Supplier infringes any Intellectual Property Right of any third party. Supplier will indemnify Client from any costs, damages and fees (including reasonable attorneys', experts and court fees) in such action which are attributable to such claim, provided that Client agrees to notify Supplier promptly in writing of any claim (however, failure or delay in notice shall not affect Supplier's obligation to indemnify, except to the extent Supplier's ability to defend the claim is prejudiced thereby), to permit Supplier to defend, compromise or settle the claim (so long as such settlement contains a full and unconditional release of Client from such proceeding) and to provide all available information and reasonable assistance regarding such claim, all at Supplier's sole expense.
5. **General Provisions.**
 - 5.1. **Relationship of the Parties.** The relationship established between the parties by this Engagement is that of independent contractors.
 - 5.2. **Non-assignability and Binding Effect.** Neither party shall assign this Engagement to any third party without the prior written consent of the other party which will not be unreasonably withheld, except that Client may assign this Engagement to any successor to all or substantially all of the Client's stock or assets.
 - 5.3. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand or by facsimile transmission, or upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the addresses first listed above (or at such other address for a party as shall be specified by like notice).
 - 5.4. **Force Majeure.** Neither party shall be liable for any loss resulting from a cause over which it does not have reasonable control including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, severe weather, earthquakes, or natural disasters, wars, or governmental restrictions.

- 5.5. Waiver.** No failure or delay on the part of any party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in a signed writing.
- 5.6. Governing Law.** This Engagement is governed by the laws of the Commonwealth of Pennsylvania, U.S.A. without regard to any provision that would make the laws of another jurisdiction applicable. The federal and state courts sitting in Pittsburgh, Pennsylvania, U.S.A. shall have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Engagement.
- 5.7. Counterparts.** This Engagement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Engagement.
- 5.8. Injunctive Relief.** The parties acknowledge and agree that use of any Confidential Information in any manner not permitted by this Engagement will irreparably damage the disclosing party. Accordingly, in addition to any other remedy to which it may be entitled by law or in equity, the disclosing party will be entitled to an injunction (without any bond or other security being required) restraining any violation of this Engagement by the receiving party or any other appropriate decree of specific performance.



ATTACHMENT 7

Addendum

Magna5 MS LLC

5445 Legacy Drive, Suite 180, Plano, TX 75024

t. 844-4MAGNA5 f. 412-489-5875

Send signed agreement to OrdersIT@Magna5Global.com
or by fax to 412-489-5875**Customer**

Town of Kent, New York

25 Sybil's Crossing

Kent Lakes, New York 10512

Auto 15394

Sales Rep

Mike Reynolds

Number 365Q5519-0**Date** May 24, 2019**SE**

Jacob Bever

Supplier

Magna5 MS LLC

Description	Qty	Unit Price	Ext. Price
Software-as-a-Service			
Office 365 Enterprise E1 Government, per seat, per month	77	\$8.00	\$616.00
SubTotal (monthly)			\$616.00
Professional Services			
BitTitan Tool - Per User Migration (51-200 Users)	77	\$11.70	\$900.90
Office 365 - Per User Migration (51-200 Users)	77	\$29.25	\$2,252.25
SubTotal (one-time)			\$3,153.15

Subtotal of Services:**\$616.00 Billed Monthly****Transition (One-Time Fee): \$3,153.15**

This Addendum shall commence on the Effective Date and continue for the period of one year (the "Initial Term"). Thereafter, this Addendum shall automatically renew for successive periods equal in length to the Initial Term (each a "Renewal Term"), unless either party gives the other party written notice of its intention to terminate not less than ninety (90) days prior to expiration of the Initial Term or then current Renewal Term, as applicable. The Initial Term, together with any Renewal Term, constitutes the "Term" of this Addendum. This Addendum, along with the original Master Services Agreement in its' entirety, constitutes the entire understanding, between the two parties and supersedes any previous or co-existing negotiations, communications, or representations by either party whether verbal or written. Each person executing this Addendum to the original Agreement on behalf of Supplier and Customer represents and warrants that he or she has been fully authorized to do so, and that all necessary corporate actions (if any) required for the execution of this Addendum have been taken. Tax quoted (if listed) shall be considered as "estimate only" based on information provided in this quotation. Tax will only be invoiced by Supplier for products and services delivered to a Customer's location(s) in States where Supplier is required to remit tax. Customer may be liable for tax even if Supplier is not required to remit tax. If there are any questions regarding tax liabilities, please consult your tax advisor.

Town of Kent, New York

Magna5 MS LLC

Signed_____

Signed_____

Name_____

Name_____

Title_____

Title_____

Effective Date:_____
(Completed by Supplier upon full execution of Signatures)

Service Activation Date:_____
(Completed by Supplier upon activation of Services)

Software-As-A-Service for Microsoft Office 365 (As of May 24, 2019)

Accepted (initials): _____

Date: _____

1. Grant of License to Customer

1.1. General. License grants are subject to the Customer's obligation to pay and continue paying the Services Total monthly and the Customer's compliance with this Agreement and any additional product use terms associated with this Agreement. A License is non-exclusive, non-perpetual (unless specifically allowed), and is not transferable (unless specifically allowed). The ability to use licensed software may be affected by minimum system requirements or other factors. SUPPLIER reserves all rights not expressly granted (and no other rights will arise by implication, estoppel, exhaustion, or otherwise).

1.2. Licensed software. In consideration of the Agreement, SUPPLIER grants the Customer licenses for the number of copies of each item of licensed software that the Customer ordered from SUPPLIER and the right to use a prior (older) version in place of licensed software if specified in the product use terms.

1.2.1. When licenses become perpetual. Licensed software obtained under this Agreement lasts only for the term of this Agreement. Any references in the product use terms to running licensed software on a perpetual basis apply only if the Customer obtains perpetual licenses separately.

1.2.2. License confirmation. All of the following, when taken together, are proof of the Customer's license: (a) this Agreement, (b) the order confirmation, if any, and (c) proof of payment.

1.2.3. Transferring licenses to Affiliates or third parties. The resale of licenses is expressly prohibited.

1.2.4. Limitations on use. Licensed software is licensed to the Customer, not sold.

2. Universal Terms

2.1. Internet Based Services. Microsoft may provide Internet based services with the products. It may change or cancel the services at any time.

2.2. Product Activation. Some products require activation to install or access them. Activation associates the use of the software with a specific device. The Customer is responsible for both the use of keys assigned to the Customer and activation of products. The Customer should not disclose keys to third parties.

The Customer is not licensed to continue using the software if the Customer does not activate it. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. The Customer can also activate the software manually by Internet or telephone. Some changes to the Customer computer components or the software may require the Customer to reactivate the software. The software will remind the Customer to activate it until the Customer does so.

2.3. Online Services General License Terms.

Required Connection. Each user to whom the Customer assigns a user software license must connect each device upon which they have installed the software to the Internet at least once every 45 days. If a user does not comply with this requirement, the functionality of the software may be affected.

Subscription Validation. Microsoft may automatically check the version of any version of software installed by the Customer users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the Term has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. The Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources.

2.4. Additional Terms.

2.4.1. Online Service Updates. Microsoft may modify the functionality or features or release a new version of the Online Service and software from time to time. After an update, some previously available functionality or features may change or no longer be available. If Microsoft updates the Online Service or software and the Customer does not use the updated Online Service or software, some features may not be available to the Customer and the Customer's use of the Online Service and software may be interrupted.

2.4.2 Changes to Pricing. Pricing for Online Service is valid as of 5/24/2019 and is subject to change as Microsoft costs to SUPPLIER may change.

2.5. Online Service Expiration or Termination. Upon expiration or termination of the Customer Online Service subscription, the Customer must contact Microsoft and tell Microsoft whether to:

- (a) disable the Customer account and then irretrievably delete and purge the Customer Data; or
 - (b) retain the Customer Data in a limited function account for at least 90 days after expiration or termination of the Customer subscription (the "retention period") so that the Customer may extract the data.
- If the Customer indicates option (a), the Customer will not be able to extract the Customer Data from the Customer account. If the Customer indicates option (b), the Customer will reimburse SUPPLIER for any applicable costs.
 - Following the expiration of the retention period, Microsoft and SUPPLIER will disable the Customer account and then irretrievably delete and purge the Customer Data. Cached or back-up copies will be irretrievably purged and deleted within 30 days of the end of the retention period.

2.6. Availability of Online Service. Availability of the Online Service, some of its functionality and language versions vary by country. The Customer may only use the Online Service, or certain functionality of the Online Service, as is made available in the primary location of the Customer.

Town of Kent

Hosted Microsoft Exchange 2016

With Data Migration

Proposal

Prepared by:



Managed Technologies of N.Y., Inc.
Anthony Adamo
Address: 1283 Route 311, Suite C105
Patterson, NY 12563
Phone: (845) 363 8394
E-Mail: aadamo@managedtechpc.com

The Project

Prepared By: Anthony Adamo
Prepared For: Town of Kent

A representative from the Police Department of the Town of Kent has contacted Managed Technologies of N.Y., Inc. for a hosted email solution for the Town of Kent municipality as a whole due to being informed by Putnam County I.T. that services will no longer be provided to the Town.

The Assessment

Current Computer System and Network Configuration:

Currently, the Town of Kent municipality and all of its subdivisions utilize email provided by the Putnam County I.T. Department. This data is hosted in house on County I.T. servers. The County has informed the Town of Kent that email hosting services for the Town of Kent will cease within 90 days. This forces the Town of Kent to procure a solution without losing current email data.

The Recommended Solution – Explained

Recommended upgrades and explanation:

The solution being recommended and offered by Managed Technologies of N.Y., Inc. is to utilize a cloud platform rather than a self-hosted platform due to the associated hardware and licensing costs required for an in-house solution at this time. The service being offered for this cloud hosted email solution is Microsoft Exchange 2016, rather known as "Microsoft's Office in the Cloud". The details of included services and pricing for this solution is listed below.

The Recommended Solution – Costs

Approximate Costs:

Software-as-a-Server

Hosted Microsoft Exchange 2016 for 77 users @ \$7.50 user/month \$ 577.50/monthly
****First month free****

Plan Features:

Hosted Microsoft Exchange, Microsoft's "Office in the Cloud". Billed monthly, per user.
Provides the following services:

Exchange 2016 mailbox

Unlimited mail storage

Email Protection (SPAM Filtering)

Public Folders

Resource Mailboxes

ActiveSync and Web access with Outlook Web App (OWA)

DirectoryLink - Active Directory Sync

Datacenter Site Selection

24/7 phone support

My Services end user control panel

99.999% financially backed uptime guarantee

Email migration services performed by our Cloud

Daily account-level backups

Also Included risk-free starter services:

ShareSync file sync and share: 2 GB per account

ConnectID single sign-on portal: All additional future apps plus unlimited third-party apps per user

SharePoint Collaboration: 1 GB per account

Outlook Backup: 500 MB per user

Total Monthly Price

\$ 577.50/month

Labor – One Time Fee

System Setup

\$2,550.00

Includes the following labor:

Cloud Server activation, setup and configuration; Coordinate with County I.T. Personnel to orchestrate domain, data and email system migration; on-site training and support where required. (No Charges for actual data migration process)

Labor Estimate – One Time Fee

\$ 2,550.00

Terms of Service

If Town of Kent decides to enter into contract with the undersigned for an on-going maintenance plan, the following will apply.

1. Consulting charges outside of the maintenance contract are bill at an hourly rate of
 1. \$85.00/Hour for Remote Work
 1. Minimum 1 hour per ticket/support call
 2. After first hour, billed in 15-minute increments
 2. \$85/Hour + Destination Fee (1/2 of hourly rate) for On-Site Work
 1. Minimum 1 hour plus Destination Fee is 127.50
 2. After first hour, billed in 15-minute increments
 3. Minimums for support calls may be discounted on a case by case basis at the discretion of Managed Technologies of N.Y., Inc.
2. Replacement parts and hardware are not covered and will be purchased with approval and billed at the time of replacement.
3. Emergency Service Support Call fees are as follows (for Remote or On Site):
 1. During the hours of 7:01 AM to 7:00 PM there is a \$195 service fee.
 2. During the hours of 7:01 PM to 7:00 AM there is a \$195 service fee.
4. Managed Technologies of N.Y., Inc. will have full access to the system and data and be the sole entity authorized to make system changes at the request of authorized department personnel.
 1. This is done to ensure system uptime and stability and provide a guaranteed level of service to the customer and ensure no other entity has the availability to make changes and therefore compromise the system, its data or any support being conducted by Managed Technology of NY, Inc. staff.
 2. Managed Technologies of N.Y., Inc. will provide the Administrator password as a failsafe to the department to only one critical department contact. This will ensure accountability and offer access to the department personnel in the event the contract is cancelled.
 3. If it is determined during the troubleshooting of a support request that the support request is ultimately caused due to un-authorized or un-requested changes to the system, its hardware and/or software by department members or any other party without the notification to Managed Technologies of N.Y., Inc., normal hourly rates for time and material required to resolve the support request will apply and be billed at the time of service.
5. Most, if not all, maintenance will be conducted via secure remote connection.
6. When an issue is reported, the following response times and responses will be provided:
 1. Normal business hours are 7 A.M. to 7 P.M. and normal business days are Monday thru Saturday.
 2. During normal business hours, a response will be provided within 4 hours of the initial request or next business day if within 4 hours of business close.

3. Outside of normal business hours, a response will be provided within 12 hours of the initial request or next business day.
4. The customer or reporting member of the department will receive a response via phone call, text or email.
5. The issue may require further scheduling to resolve the problem.
7. All issues are regarded as urgent and a resolution will be applied as soon as possible.
8. The Town of Kent will be billed every 1 Month(s), or 30 days from:
 1. The date of _____ for this maintenance contract, which will be in effect for no more than one year from this date.
 2. Late payments: Recurring monthly invoices for maintenance require payment within 30 calendar days of invoice date.
 1. If payment is not received within the allotted time period, a 3% late fee with minimum charge of \$35 is charged with a separate invoice number.
 2. Services rendered as part of the service and maintenance contract including on-going service calls, monitoring, new service calls will be halted until overdue invoices and associated late fees are paid in full.
9. Required Terms for Software-as-a-Service for Microsoft Exchange
 1. Customer is Town of Kent, Supplier is Managed Technologies of NY, Inc.
 2. Grant of License to Customer
 1. License grants are subject to the Customer's obligation to pay and continue paying the Services Total monthly and the Customer's compliance with this Agreement and any additional product use terms associated with this Agreement. A License is non-exclusive, non-perpetual (unless specifically allowed), and is not transferable (unless specifically allowed). The ability to use licensed software may be affected by minimum system requirements or other factors. SUPPLIER reserves all rights not expressly granted (and no other rights will arise by implication, estoppel, exhaustion, or otherwise).
 2. In consideration of the Agreement, SUPPLIER grants the Customer licenses for the number of copies of each item of licensed software that the Customer ordered from SUPPLIER and the right to use a prior (older) version in place of licensed software if specified in the product use terms.
 1. When licenses become perpetual. Licensed software obtained under this Agreement lasts only for the term of this Agreement. Any references in the product use terms to running licensed software on a perpetual basis apply only if the Customer obtains perpetual licenses separately.
 2. License confirmation. All of the following, when taken together, are proof of the Customer's license: (a) this Agreement, (b) the order confirmation, if any, and (c) proof of payment.
 3. Transferring licenses to Affiliates or third parties. The resale of licenses is expressly prohibited.
 4. Limitations on use. Licensed software is licensed to the Customer, not sold.
 3. General Terms
 1. Internet Based Services. Microsoft may provide Internet based services with the products. It may change or cancel the services at any time.
 2. Product Activation. Some products require activation to install or access them. Activation associates the use of the software with a specific device. The Customer is responsible for both the use of keys assigned to the Customer and activation of products. The Customer should not disclose keys to third parties.
 3. The Customer is not licensed to continue using the software if the Customer does not activate it. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. The Customer can also activate the software manually by Internet or telephone. Some changes to the Customer computer components or the software may

require the Customer to reactivate the software. The software will remind the Customer to activate it until the Customer does so.

4. Online Services License Terms

1. Required Connection. Each user to whom the Customer assigns a user software license must connect each device upon which they have installed the software to the internet at least once every 45 days. If this is not completed, the usability of the software may be affected.
2. Subscription Validation. Microsoft will automatically check the version of any version of software installed by the Customer users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the Term has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. The Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources.

5. Further Terms

1. Online Service Updates. Microsoft may modify the functionality or features or release a new version of the Online Service and software from time to time. After an update, some previously available functionality or features may change or no longer be available. If Microsoft updates the Online Service or software and the Customer does not use the updated Online Service or software, some features may not be available to the Customer and the Customer's use of the Online Service and software may be interrupted.
2. Changes to Pricing. Pricing for Online Service is valid as of 5/24/2019 and is subject to change as Microsoft costs to SUPPLIER may change.
6. Terminal or Expiration of Online Services. Upon expiration or termination of the Customer Online Service subscription, the Customer must contact Microsoft and tell Microsoft whether to:
 1. disable the Customer account and then irretrievably delete and purge the Customer Data; or
 2. retain the Customer Data in a limited function account for at least 90 days after expiration or termination of the Customer subscription (the "retention period") so that the Customer may extract the data.
 1. If the Customer indicates option (a), the Customer will not be able to extract the Customer Data from the Customer account. If the Customer indicates option (b), the Customer will reimburse SUPPLIER for any applicable costs.
 2. Following the expiration of the retention period, Microsoft and SUPPLIER will disable the Customer account and then irretrievably delete and purge the Customer Data. Cached or back-up copies will be irretrievably purged and deleted within 30 days of the end of the retention period.
7. Availability of Online Service. Availability of the Online Service, some of its functionality and language versions vary by country. The Customer may only use the Online Service, or certain functionality of the Online Service, as is made available in the primary location of the Customer.

10. As a requirement of our insurance company for additional purchased coverages:

1. Disclaimer of Warranty and Liability: To the maximum extent permitted by applicable law all services provided by Managed Technologies of N.Y., Inc. are without warranties, conditions, representations or guarantees of any kind, either expressed, implied, statutory or otherwise, including but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, title, noninfringement, or fitness for a particular purpose. Managed Technologies of N.Y., Inc. does not warrant the operation of its offerings will be uninterrupted or error free. The Town of Kent bears the entire risk as to the results, quality and performance of the service should the service prove

defective. No oral or written information or advice given by a Managed Technologies of N.Y., Inc. authorized representative shall create a warranty. This Disclaimer of Warranty and Liability constitutes an essential part of The Project Agreement.

2. Limitation of Liability: To the maximum extent permitted by applicable law in no event and under no legal theory shall Managed Technologies of N.Y., Inc. nor their agents, representatives or employees or any other person who has been involved in the creation, production or delivery of the services provided by Managed Technologies of N.Y., Inc. be liable to you or to any other person or entity in excess of the compensation actually paid to Managed Technologies of N.Y., Inc. pursuant to the Project Agreement with the Town of Kent for any general, direct, special, incidental, consequential, or other damages of any character arising out of the Project Agreement or the use of or inability to use the service, including but not limited to, personal injury, loss of data, loss of profits, loss of assignments, loss of goodwill, business interruption from the service being rendered inaccurate or the failure of the service to operate or any and all other damages and losses of whatever nature.
3. Remedies for Disputes or Breaches: The parties' rights, liabilities, responsibilities and remedies for any dispute or alleged breach of the terms, covenants, provisions and conditions of the Project Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those set forth in this Project Agreement.
4. Indemnification and Hold Harmless: The Town of Kent agrees to indemnify and hold harmless Managed Technologies of N.Y., Inc., their agents, representatives or employees, from and any and all claims, causes of actions or suits with respect to the Project Agreement with the Town of Kent, for any general, direct, special, incidental, consequential, or of any other damages of any character, including but not limited to, personal injury, loss of data, loss of profits, loss of assignments, loss of goodwill or business interruption.
5. Arbitration: Any controversy, claim cause of action or dispute arising out of or relating to this Project Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its arbitration rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
6. Choice of Law: This Project Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of New York.
7. Force Majeure: A party shall not be liable for nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) for the period that such failure or delay is due to causes beyond its control, including but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of the party, provided that the party relying upon this provision gives prompt written notice thereof and takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either party may immediately terminate this Project Agreement upon written notice.
8. Modification: This Project Agreement contains the sole and entire agreement and understanding of the parties hereto with respect to the entire subject matter hereof. All prior discussions, negotiations, commitments and understandings relating thereto are incorporated and merged herein. This Project Agreement cannot be changed or terminated orally.
9. Severability: In the event that any one or more of the terms, covenants, conditions or provisions of this Project Agreement or any application thereof shall be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms, conditions, covenants and provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

The Summary

The Objective:

The Town of Kent is in need of a technology consulting company to maintain the computer and network system of the company. If the current technology system in place is not actively maintained and monitored, the information that is critical for the company to run is at risk not being available when needed in the event of a catastrophic event and being accessed by others.

The Goals:

To help maintain the security, hardware and information backup, the Town of Kent requires the professional assistance and consultation of Managed Technologies of N.Y., Inc. to answer these issues while offering the highest level of workmanship in the most cost effective and efficient way possible.

The goals of Managed Technologies of N.Y., Inc. are to:

- Provide professional and high-quality technology consultation services
- Guarantee computers and backups to be working 24/7 with minimal downtime
- Ensure that virus and spyware protection is always up to date.
- Ensure that the Operating System is up to date with bug and security fixes

The Solution:

Managed Technologies of NY, Inc specializes in full technology consulting for small businesses and municipalities such as Town of Kent. Managed Technologies of NY, Inc and all partners of it are specialists in the technology and networking field with an extensive knowledge base and support system. Managed Technologies of NY, Inc President Anthony Adamo is a certified and insured technician.

Project Management

Contact Information:

My contact information is listed below. If you have any questions, comments or concerns please contact me by text, mail, telephone or email. I can also discuss other services that are available to you upon request.



Managed Technologies of N.Y., Inc.
Anthony Adamo
Address: 1283 Route 311, Suite C105
Patterson, NY 12563
Phone: (845) 363 8394
E-Mail: aadamo@managedtechpc.com

Signature of provider

Signature of customer representative

Print: Anthony Adamo

Print: _____

Date: May 30, 2019

Date: _____

Above signatures certify that Managed Technologies of NY, Inc and the Town of Kent are in contract and both parties agree to all items and terms explained and listed within this contract as of the date directly above this paragraph. Work and billing will begin on the date listed in the "Terms of Service" section.

Service Activation Date: _____

I would like to personally thank you for your continued business and loyalty and assure your organization that you will not be disappointed.



Town of Kent Highway Department
 Richard T. Othmer, Jr., Highway Superintendent
 62 Ludington Court
 Kent Lakes, New York 10512
 (845) 225-7172 Fax (845) 225-9464
 E-mail: rothmer@townofkentny.gov

MEMORANDUM

Date: June 6, 2019

To: Honorable Members of Town Board

From: Richard T. Othmer Jr, Highway Superintendent

Subject: Extension of Tub Grinding Bid

Honorable Members of the Board;

I am extending the present bid from 2018 on the tub grinding of the massive amount of accumulated tree stumps at the landfill based on the sole source rule. We have been mandated by the DEC (attached letter) to have the landfill cleaned up by early July and we must comply. This is a very specialized area of work and the one other local grinding competitor closed down last year. If fines were imposed they would surely exceed any possible savings obtained by the bidding process. This contractor can come back immediately & finish the job at the price previously quoted. The DEC's well founded main concern is a summer fire hazard started by the dried brush and extending to the landfill garbage. This grinding includes the last of the roadside debris we cleaned up from last May's tornadoes and then we will be back on a one year cycle of normal maintenance. We can then normally bid for tub grinding services once again each year. As I previously stated, the resulting wood chips will be taken off site & made into top soil & any excess will be stored in DEC approved windrows for decomposition. This Department is doing the best they can to fulfill our road duties while simultaneously bringing 50 years of free lancing at the landfill into compliance. I have been working very closely with the DEC and we are getting very close to having all issues resolved.

Sincerely,

Richard T. Othmer Jr.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Materials Management, Region 3
21 South Putt Corners Road, New Paltz, NY 12561-1620
P: (845) 256-3000 F: (845) 255-3414
www.dec.ny.gov

May 28, 2019

Richard T. Othmer Jr.
Town of Kent Highway Department
62 Ludington Court
Kent Lakes NY 10512
Sent via email: rothmer@townofkentny.gov

Dear Mr. Othmer:

Thank you for meeting me at the Old Kent Landfill on Ressique Street on May 24th, 2019 to discuss site operations and maintenance.

To summarize the recent history at this site:

A Notice of Violation was sent to the Town of Kent on 8/29/18 after DEC staff observed two areas of illegal solid waste disposal activities, as well as operation on the landfill footprint without authorization. DEC staff met with the Town on 9/18/18 and with a Highway Department representative on 10/29/18.

Your 10/31/18 letter established a permanent operating procedure which included:

- No more disposal of chips at either the upper or lower landing; chips will only be on site to be processed or taken elsewhere.
- All non-composted leaves will be excavated out and turned into windrows for further composting.
- Lake Carmel Sanitation District will no longer dump leaf bags at the site, but instead bring them to an authorized facility.
- The Highway Department will relocate the separation operation from the landfill cap to Town land above and separate from the landfill.

A 11/14/18 DEC response letter confirmed what steps must be taken to bring the site into compliance:

- Phase I: Divert organic wastes that are being generated in the Town to authorized facilities.
- Phase II: Process remaining material at the screening area on top of the landfill. Clear and construct the new area off the landfill cap that is being proposed for the separation and screening activities. Relocate equipment and material to the new location. Restore landfill cap to its previous grade(s).
- Phase III: Reclamation of the two organic waste landfills ("upper landing" and "lower landing.")



Department of
Environmental
Conservation

Richard T. Othmer
Page 2 of 3
May 28, 2019

While onsite on May 24th, we discussed progress towards compliance. Leaf debris is no longer being taken in onsite and no additional material has been added to the upper and lower landings. Leaves were hauled out of the upper landing "down to the black soil." The Highway Department is relocating the separation facility to an area of Town property off of the landfill footprint. The relocated facility will use the road engineered and built for access to the cell tower. All materials will be removed from the operation located on the landfill cap, including the asphalt millings pad. This area of the cap will be returned to previous grades and seeded. I have attached some photos of this transition.

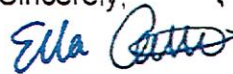
In addition, exposed solid waste was observed on the landfill cap, which is a violation of Part 363-9.6 which requires that elements of facility closure be monitored and maintained, such as final cover. As discussed, any exposed waste on the cap will be covered with low permeability soil and seeded.

Please process the remaining wood and tree debris stockpiled onsite. The Department recognizes that the Town is still dealing with debris from the severe weather of May 15, 2018. The net volume of all incoming, processed and stored mulch and unprocessed wood debris cannot exceed 10,000 cubic yards otherwise a registration is required. Additionally, material cannot remain on-site unprocessed for more than 12 months. (Refer to 6NYCRR Part 361-4.)

While work has been done to remove surficial organic debris from the upper or lower landing landfills, these two areas represent years of unauthorized dumping and have changed the topography of the site. The reclamation of the two organic waste landfills are a large scale and long-term project.

We will arrange to meet again near the end of June 2019 to check in on progress. Please reach out with any questions at (845) 633-5453 or ella.cattabiani@dec.ny.gov.

Sincerely,



Ella Cattabiani
Region 3, Division of Materials Management

ecc: L. Reiff, Region 3 DMM
J. Lansing, Region 3 DMM RMME
M. Fleming, Town of Kent Supervisor
P. Denbaum, Town of Kent Councilman



Old separation operation area being cleared (refer to 1/31/18 and 4/16/19 Site Visit Reports for photos of previous operation.) Piles of sand; wood chips; mixed asphalt, concrete, rock, and soil; and large rocks have been removed.



New area being cleared outside of landfill footprint (approx. 2 acres.)







PROPOSAL

DATE: 11/13/2017

TO: Town of Kent
Highway Department
62 Ludington Court
Kent Lakes, NY 10512

ATTENTION: Mr. Richard T. Othmer Jr. – Superintendent of Highways

PROJECT: Wood/Brush Grinding @ Landfill (Ressique Road)

We submit herewith, our proposal to furnish equipment and labor for the grinding of wood/brush at stockpile site.

Excavator w/stump shear \$1,200.00/day
Note: Reduces oversize logs/stumps to manageable sized wood.

CBI Horizontal Grinder & Hitachi Excavator w/operator \$3,900.00/day
Approximately 4-7 days of grinding.

Owner/contractor to verify all utility locations and confirm all necessary permits (state, local etc.)

The prices quoted in this proposal are valid for a period of 15 days. If you wish to accept this proposal, please sign and date below and initial the terms and conditions on back. Please mail, email or fax completed document.

Acceptance of Proposal:

<p><u>Richard T. Othmer Jr.</u> have read this proposal and accept the prices, specifications and conditions stated. I understand that upon signing this proposal it becomes a binding contract. I give authorization for RTI Industries, LLC to perform the work as specified. Payment will be made upon completion.</p>	
<p><u>[Signature]</u> Signature</p>	<p><u>11/15/17</u> Date</p>

If you have any questions, please do not hesitate to contact us at (845)223-3812.

Sincerely,

Robert Tremblay

R Tremson/RTI Industries, LLC

E-Mail: robtrem@optonline.net

Website: www.robtremsonind.com



**TOWN OF KENT
BRIDGE & CULVERT
ASSESSMENT**

BRIDGE/CULVERT #: 15 INSITE JOB #: 18116.100
DATE: 02-26-18 ASSESSMENT BY: J.M.W./T.M.B
FEATURE (ROAD) CARRIED: Ludington Court LATITUDE: 41.47579
FEATURE (STREAM) CROSSED: Stump Pond Stream LONGITUDE: -73.652749
YEAR BUILT: Unknown. Likely 50+ years old
POSTED WEIGHT LIMIT: none

TYPE OF STRUCTURE: BRIDGE (> 20' SPAN) CULVERT (< 20' SPAN)

DESCRIPTION OF STRUCTURE MATERIALS: I-Beam span with timber decking and steel road plates with thin asphalt overlay. Metal guidrail and precast concrete abutments

SIZE OF OPENING: WIDTH: 30' DEPTH: 5.5' DIAMETER: N/A

STRUCTURE SPAN (DISTANCE BETWEEN ABUTMENTS): 30'

LENGTH OF BARREL (ALONG STREAM DIRECTION): 25'

APPROXIMATE STREAM: WIDTH: 30' DEPTH: 2'

UPSTREAM CONDITIONS: Good

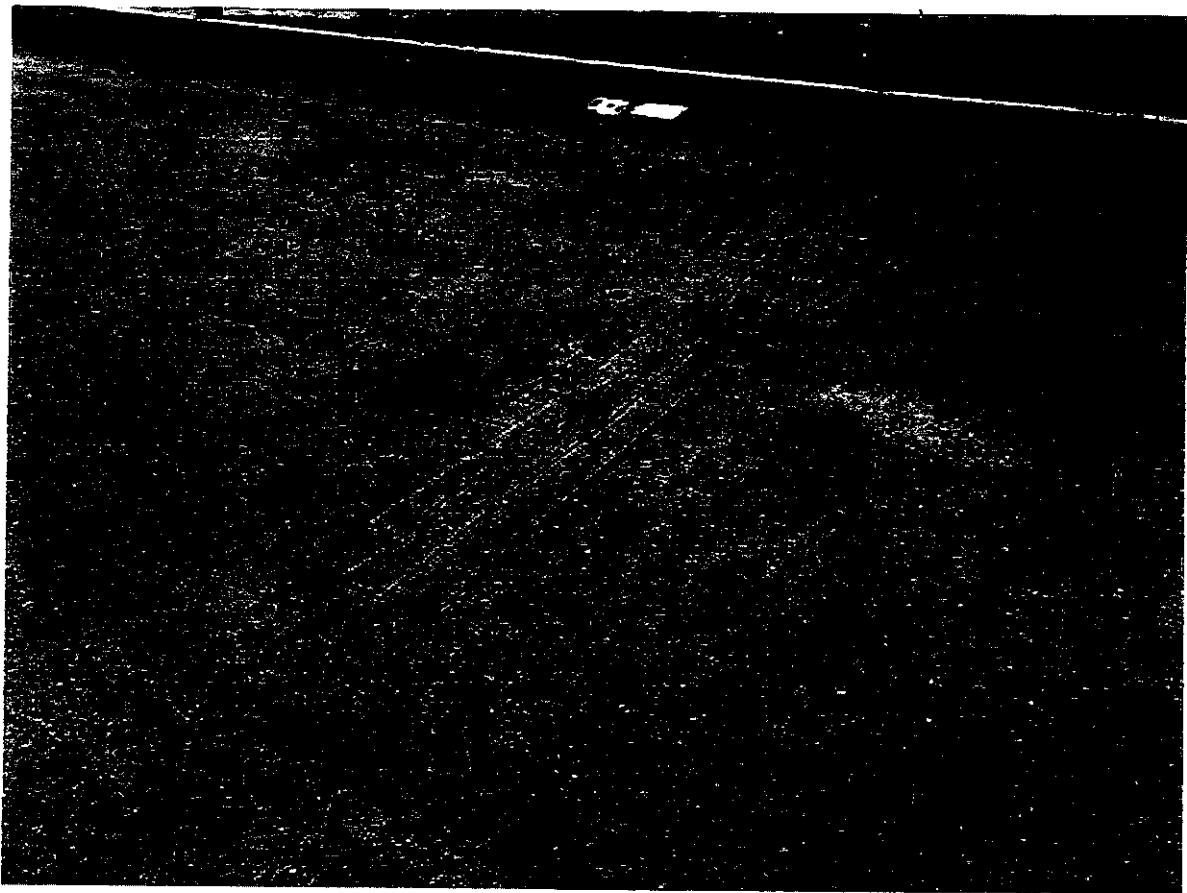
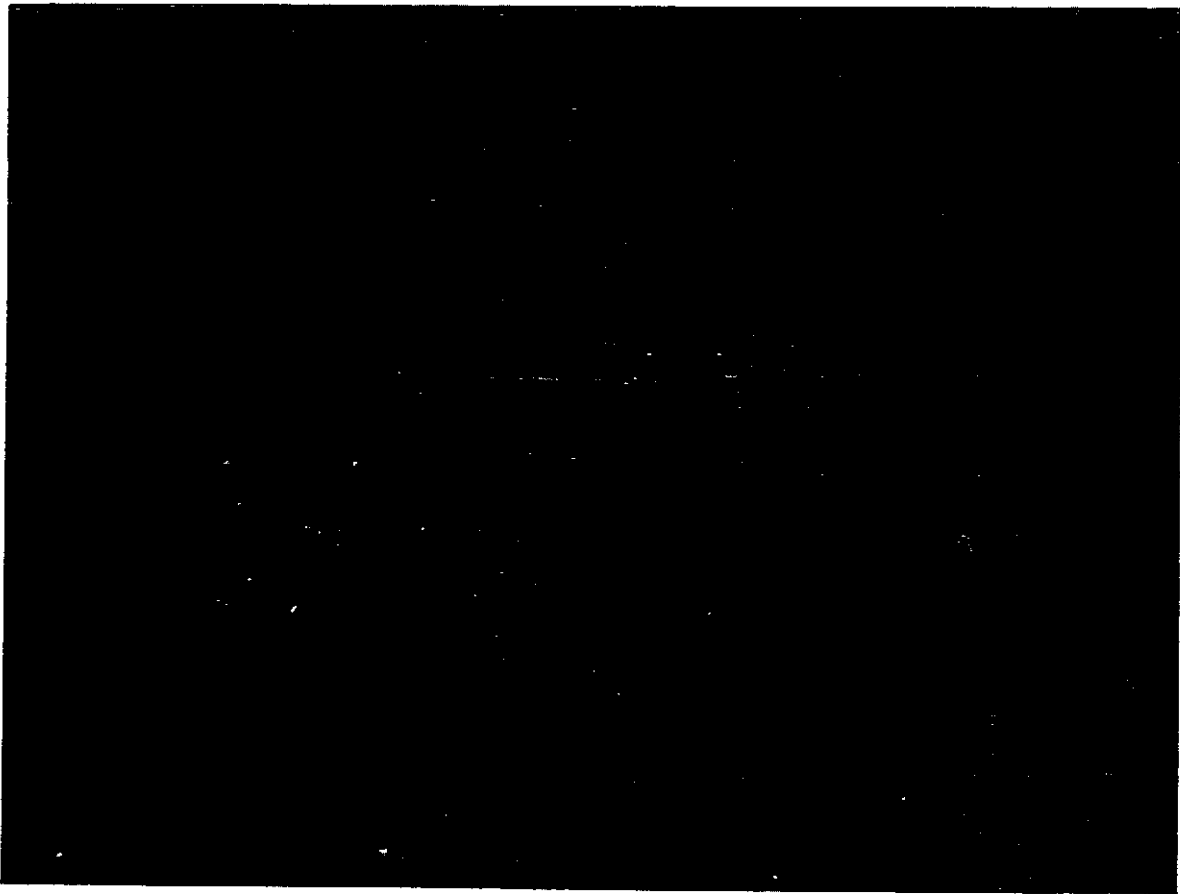
DOWNSTREAM CONDITIONS: Good

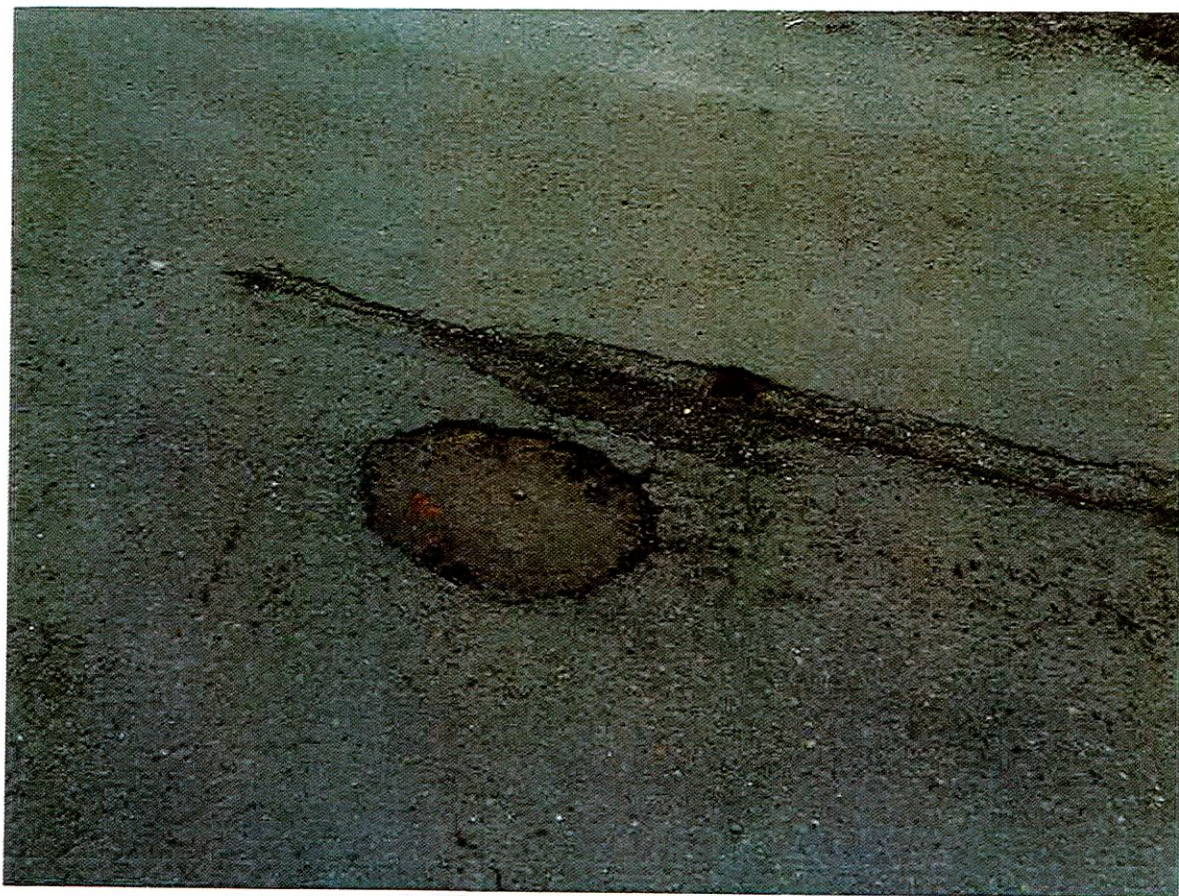
BRIDGE/CULVERT CONDITION: Overall condition: Poor
• Holes in deck patched with timber
• Settling at joints
• Rusted I-Beams

BRIDGE/CULVERT RECOMMENDATION: • Replace bridge deck with more conventional design or pre-cast concrete slab

THE INFORMATION CONTAINED IN THIS ASSESSMENT IS BASED ON VISUAL OBSERVATIONS DURING A SITE VISIT. TESTING AND/OR A STRUCTURAL/GEOTECHNICAL ANALYSIS WERE NOT PERFORMED.









RESOLUTION

APPROVAL/ CONVEYANCE/ABANDONED ROAD BED/ OLD LUDINGTONVILLE ROAD

WHEREAS, the County is the owner of the road bed of the abandoned Old Ludingtonville Road in the proximity of the Town of Kent Highway Garage; and

WHEREAS, the Town of Kent approved the expansion of its Highway Garage, which included the construction of a new salt dome; and

WHEREAS, the expansion of the Town's Highway Garage encompasses the abandoned road bed owned by the County, as is further described in the legal description attached as Schedule "A" and Schedule "B"; and

WHEREAS, the Town of Kent has requested that the County convey said abandoned road bed to it for municipal purposes associated with the expansion of its Highway Garage; and

WHEREAS, the Physical Services Committee of the Putnam County Legislature has considered and approves the conveyance of said abandoned road bed to the Town of Kent for municipal purposes associated with the expansion of its Highway Garage; now therefore be it

RESOLVED, that the road bed of the abandoned Old Ludingtonville Road in the proximity of the Town of Kent Highway Garage is not needed for County purposes; and be it further

RESOLVED, that the Putnam County Legislature authorizes the transfer of the abandoned Old Ludingtonville Road bed, as is further described in the legal descriptions attached as Schedule "A" and Schedule "B", to the Town of Kent for municipal purposes associated with the expansion of its Highway Garage; and be it further

RESOLVED, that the County Executive is authorized to execute a Quitclaim Deed on behalf of the County, which shall provide that the property conveyed herein shall be automatically merged with Town of Kent Tax Map Nos.: 22.-2-27; and be it further

RESOLVED, that the County Attorney is authorized to take all necessary steps to complete the transfer of said property in the manner approved herein.

LAND SURVEYING COMPANY

DAVID L. ODELL, P.L.S.
12 COLLIER DRIVE EAST
CARMEL, NEW YORK 10512

TELEPHONE 845.225.0106
FAX 845.225.3504

Description of Property
prepared for
The Town of Kent Highway Department

All that certain lot, piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam and State of New York, being more particularly bounded and described as follows:

Beginning at a point on the southeasterly boundary line of Ludingtonville Court a/k/a/ Old Ludingtonville Road, said point being distant on a curve to the left with a radius of 632.20 , a central angle of $2^{\circ}59'30''$ for a length of 33.01 from the most northwesterly corner of property now or formerly belonging to the Town of Kent (tax lot 22.-2-27). Thence running in a northerly direction thru the Ludingtonville Court right-of-way, $N16^{\circ}23'25''W$ 46.48 feet to a point. Thence running in a northeasterly and northerly direction along a portion of the northwesterly and westerly boundary line of the Ludingtonville Court right-of-way, $N38^{\circ}12'50''E$ 174.34 feet, $N19^{\circ}43'04''E$ 104.66 feet, $N11^{\circ}41'50''E$ 114.63 feet and $N9^{\circ}49'30''E$ 145.92 feet to a point. Thence running in a southeasterly direction along the easterly terminus of the Ludingtonville Court right-of-way, $S25^{\circ}18'57''E$ 77.50 feet to a point. Thence running in a generally southerly direction along a portion of the easterly and southeasterly boundary line of the Ludingtonville Court right-of-way, $S7^{\circ}22'31''W$ 81.34 feet and on a curve to the right with a radius of 632.20, a central angle of $40^{\circ}14'12''$ for a length of 443.97 feet to the point or place of beginning. Containing 24,174 s.f. or 0.555 acres.

LAND SURVEYING COMPANY

DAVID L. ODELL, P.L.S.
123 CUSHMAN ROAD
PATTERSON, NEW YORK 12563

TELEPHONE 845.225.0106
EMAIL DLOPLS@AOL.COM

Description of Property
prepared for
Hopewell Lawn Care & Landscaping Inc.

All that certain lot, piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam and State of New York, being more particularly bounded and described as follows:

Beginning at a point on the northwesterly boundary line of Ludingtonville Court, a/k/a/ Old Ludingtonville Road, said point being distant, N51°00'30"E 92.00 feet and N38°12'50"E 174.34 feet from the southeasterly corner of property now or formerly belonging to Hopewell Lawn Care & Landscaping Inc. (refer to Lot #2, filed map number 2286). Thence running in a westerly, northerly and easterly direction along a portion of the northerly, westerly and southerly boundary line of Ludingtonville Court, a/k/a/ Old Ludingtonville Road, N63°56'45"W 80.28 feet, N19°38'22"E 94.76 feet and S71°01'35"E 79.93 feet to a point. Thence running in a southerly direction, S19°43'04"W 104.66 feet to the point or place of beginning. Containing 7,962 s.f. or 0.182 acres.

RESOLUTION

APPROVAL/ INTER-MUNICIPAL AGREEMENT/TRANSFER OF OWNERSHIP OF LUDINGTON COURT & BIN # 3365120

WHEREAS, the County currently owns and maintains a bridge (BIN # 3365120) over the Drew Lake Outlet, on Ludington Court in the Town of Kent (hereinafter referred to as BIN # 3365120); and

WHEREAS, the Town currently maintains the entire length of Ludington Court in the Town of Kent from NYS Route 311 to its dead-end terminus at the Kent Highway Department facility owned by the Town; and

WHEREAS, Ludington Court and BIN # 3365120 serve as the only access to the Kent Highway Department facility; and

WHEREAS, the Kent Highway Department frequently traverses BIN # 3365120 with trucks and other heavy equipment; and

WHEREAS, BIN # 3365120 is currently in need of maintenance and repairs; and

WHEREAS, the parties have agreed to cooperate in making required repairs to BIN # 3365120; and

WHEREAS, the County desires to transfer ownership and control of BIN # 3365120 to the Town and the Town agrees to accept same; and

WHEREAS, the County and the Town wish to confirm that the Town is in ownership and control of Ludington Court; and

WHEREAS, the County and the Town desire to enter into an Inter-Municipal Agreement pursuant to Article 5-G of the New York State General Municipal Law regarding the foregoing; and

WHEREAS, the Putnam County Legislature deems that it is in the best interests of the citizens of the County to enter into such Agreement; now therefore be it

RESOLVED, that the Putnam County Legislature approves of the abandonment of the Ludington Court Bridge (BIN # 3365120) over the Drew Lake Outlet, in the Town of Kent, and all appurtenances thereof, to the Town of Kent; and be it further

RESOLVED, that the Putnam County Legislature approves of the abandonment of the entire length of Ludington Court in the Town of Kent, from NYS Route 311 to its dead-end terminus, including any existing or proposed traffic signals, easements and appurtenances, to the Town of Kent; and be it further

RESOLVED, that the Putnam County Legislature approves of the transfer of the maintenance of the Ludington Court Bridge (BIN # 3365120) from the County of Putnam to the Town of Kent as indicated above; and be it further

RESOLVED, that the Putnam County Legislature approves of the transfer of the maintenance of the entire length of Ludington Court in the Town of Kent, from NYS Route 311 to its dead-end terminus, from the County of Putnam to the Town of Kent as indicated above; and be it further

RESOLVED, that the County Executive is hereby authorized to finalize and execute such Inter-Municipal Agreement with the Town of Kent, which shall be in substantial conformance with the attached Schedule "A"; and be it further

RESOLVED, that the County Executive is hereby further authorized to execute all other necessary documents and assurances necessary to carry out the purposes of this Resolution; and be it further

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the purposes of this Resolution; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Contract # _____

INTERMUNICIPAL AGREEMENT
Between
THE COUNTY OF PUTNAM
and
THE TOWN OF KENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF PUTNAM, a municipal corporation located at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "COUNTY") and the TOWN OF KENT, a municipal corporation located at 25 Sybil's Crossing, Kent Lakes, New York 10512 (hereinafter referred to as the "TOWN")

WITNESSETH:

WHEREAS, this Agreement is made pursuant to Article 5-G of the New York State General Municipal Law; and

WHEREAS, the parties hereto agree that entering into this Agreement will be in the best interests of the citizens of the COUNTY and the TOWN; and

WHEREAS, the COUNTY currently owns and maintains a bridge (BIN # 3365120) over the Drew Lake Outlet, on Ludington Court in the Town of Kent (hereinafter referred to as BIN # 3365120); and

WHEREAS, the TOWN currently maintains the entire length of Ludington Court in the Town of Kent from NYS Route 311 to its dead-end terminus at the Kent Highway Department facility owned by the TOWN; and

WHEREAS, Ludington Court and BIN # 3365120 serve as the only access to the Kent Highway Department facility; and

WHEREAS, the Kent Highway Department frequently traverses BIN # 3365120 with trucks and other heavy equipment; and

WHEREAS, BIN # 3365120 is currently in need of maintenance and repairs; and

WHEREAS, the parties have agreed to cooperate in making required repairs to BIN # 3365120; and

WHEREAS, the COUNTY desires to transfer ownership and control of BIN # 3365120 to the TOWN and the TOWN agrees to accept same; and

WHEREAS, the parties wish to confirm that the TOWN is in ownership and control of Ludington Court;

NOW, pursuant to Article 5-G of the New York State General Municipal Law, and in consideration of the terms and conditions contained herein, it is mutually agreed as follows:

1. That upon the execution of this Agreement by the parties, the TOWN shall take over ownership, control, and responsibility of the Ludington Court Bridge (BIN # 3365120) over the Drew Lake Outlet, in the Town of Kent, and all appurtenances thereof, and the COUNTY shall have no further responsibility with respect to same except as otherwise provided hereinafter.

2. That the TOWN hereby confirms ownership, control and responsibility for the entire length of Ludington Court in the Town of Kent, from NYS Route 311 to its dead-end terminus, including any existing or proposed traffic signals and appurtenances. To the extent Ludington Court, or any portion thereof, is presently owned, controlled, and/or maintained by the COUNTY, then, in such event, upon the execution of this Agreement by the parties, the TOWN shall take over ownership, control, and responsibility of same, including any existing or proposed traffic signals and appurtenances.

3. The parties, acting by and through their respective Commissioner of Highways and Facilities and Superintendent of Highways, shall cooperate in effectuating repairs to BIN # 3365120, which are expected to be completed on or before _____, as follows:

A. The COUNTY shall provide and/or obtain the following:

- 1) Bridge and crash tested bridge rail delivered to site, in accordance with the attached Schedule "A".
- 2) Approach guide rail, as shall be determined by the Putnam County Commissioner of Highways and Facilities.
- 3) Catch basins and drainage pipe, as shall be determined by the Putnam County Commissioner of Highways and Facilities.
- 4) Concrete to repair bridge abutments, as shall be determined by the Putnam County Commissioner of Highways and Facilities.

B. The TOWN shall have the following responsibilities:

- 1) Provide, at its sole cost and expense, all labor and equipment to remove existing superstructure and rehabilitate existing abutments.
- 2) Return to the COUNTY all road plates used to temporarily repair existing bridge.
- 3) Provide, at its sole cost and expense, all equipment to install all materials, including but not limited to, bridge, railing and storm sewers.
- 4) Coordinate work schedule with nursery business located to the east of the bridge.
- 5) Provide and/or obtain, at its sole cost and expense, all plans and specifications, and necessary engineering and construction layout.
- 6) Obtain all necessary permits.

4. The term of this Agreement shall commence upon execution and continue until _____, or until such time as the repair work specified in Paragraph "3" is completed.

5. The TOWN agrees not to hold itself out as an agency, department or office of the COUNTY, nor shall any of the TOWN's officers, employees or agents make any claim against the COUNTY as an officer or employee thereof for such benefit as workers compensation coverage; unemployment insurance benefits, social security coverage or retirement membership or credit or any other benefits accruing to said officers or employees of the COUNTY.

6. Each party shall provide Workers' Compensation coverage and be responsible for injury to any of its employees pursuant to New York State's Workers' Compensation Law.

7. Both parties do hereby agree to obtain and thereafter continue to keep in full force and in effect their general liability insurance, public liability insurance, and automotive insurance relative to the various services to be performed herein with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Prior to execution of this document, the TOWN shall provide the COUNTY a certificate of insurance in accordance with the insurance requirements contained in Schedule "B" entitled "Standard Insurance Provisions", attached and made a part of this Agreement. The COUNTY shall provide the TOWN with an insurance certificate likewise in accordance with the insurance requirements contained in Schedule "B".

8. Each party hereto does hereby covenant and agree, to the fullest extent permitted by applicable law, to protect, defend, indemnify and hold the other party and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising directly out of the negligent acts or omissions of the indemnitor under this Agreement and/or the performance hereof, unless the liability was created by the sole and exclusive negligence of the indemnitee.

9. In accordance with the provisions of section 109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement to any other person or corporation without the previous consent in writing of the other party.

10. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

TOWN OF KENT:

Town Supervisor
25 Sybil's Crossing
Kent Lakes, New York 10512

Superintendent of Highways
62 Ludington Court
Kent Lakes, New York 10512

PUTNAM COUNTY:

County Attorney
48 Glencida Avenue
Carmel, New York 10512

Department of Highway and Facilities
842 Fair Street
Carmel, New York 10512

11. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

12. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

13. This Agreement is governed by the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

14. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

15. The County Executive of the County of Putnam has executed this Agreement pursuant to a Resolution adopted by the Putnam County Legislature, at a meeting thereof held on the ____ day of _____, 20____. MaryEllen Odell, whose signature appears hereafter is duly authorized and empowered to execute this Agreement and enter into same on behalf of the County of Putnam.

The Town Supervisor of the Town of Kent has executed this Agreement pursuant to a Resolution adopted by the Kent Town Board, at a meeting thereof held on the ____ day of _____, 20____. Maureen Fleming, whose signature appears hereafter is duly authorized and empowered to execute this Agreement and enter into same on behalf of the Town of Kent.

16. This Agreement is executed in two (2) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York, on the date hereinabove set forth.

READ & APPROVED:

Date
Anna M. Diaz
Senior Deputy County Attorney
For Risk and Compliance

Date
Jennifer S. Bumgarner
County Attorney

Date
William J. Carlin, Jr.
Commissioner of Finance

THE COUNTY OF PUTNAM:

Date
MaryEllen Odell
County Executive

Date
Fred Pena
Commissioner of Highways and Facilities

TOWN OF KENT:

Date
Maureen Fleming
Town Supervisor

Date
Richard T. Othmer Jr.
Superintendent, Kent Highway Department

ACKNOWLEDGMENT OF PUTNAM COUNTY:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On this ____ day of _____, 20____ before me personally came **MARYELLEN ODELL** to me known, who being by me duly sworn, did depose and say that she is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF TOWN OF KENT:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On this ____ day of _____, 20____ before me personally came **MAUREEN FLEMING** to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledge to me that he executed the same.

Notary Public



July 7, 2017

Mr. Mark B. Rosa, PE
Putnam County Department of Highways & Facilities
842 Fair Street
Camel, NY 10512

Re: Ludington Court Bridge Replacement
Annual Bid Prices

Dear Mr. Rosa:

In response to your request for an estimated cost for the Ludington Court Bridge, we are pleased to offer the following estimate based on our Annual Bid Prices with Putnam County.

32' 0" bridge span (31' c/l bearings), 22'8" out to out of deck (21'4" clear), HL93 Loading, Non crash tested rail (TT20008)

10.821	MBM	16" Treated Long. Panel Deck Includes deck panels & spreader beam	@ \$ 4,500.00 MBM	\$ 48,694.50
1.072	MBM	Treated Timber Rail System Non crash tested	@ \$ 4,200.00 MBM	\$ 4,502.41
828.3	LBS	Galvanized Hardware Includes all hardware for required for timber.	@ \$ 9.00 LB	\$ 7,454.70
		Additional Freight for partial load	@ \$ 3,916.00 LS	<u>\$ 3,916.00</u>
			Total	\$ 64,567.61

32' 0" bridge span (31' c/l bearings), 23'0" out to out of deck (21'1" clear), HL93 Loading, TL2 Crash tested rail (TT20008)

11.776	MBM	16" Treated Long. Panel Deck Includes deck panels & spreader beam	@ \$ 4,500.00 MBM	\$ 52,992.00
2.410	MBM	TL2 Crash tested Timber Bridge Rail System Includes curbs, scuppers, & Rail	@ \$ 4,200.00 MBM	\$ 10,122.00
1470.4	LBS	Galvanized Hardware Includes all hardware for required for timber.	@ \$ 9.00 LB	\$ 13,233.60
		Additional Freight for partial load	@ \$ 2,839.10 LS	<u>\$ 2,839.10</u>
			Total	\$ 79,186.70

CONDITIONS: *Prices are quoted f.o.b. trucks delivered to jobsite on a good haul road.
 *Price includes the cost of furnishing sealed drawings.
 *Delivery to be 10-14 week after receipt of a formal purchase order and/or approval of shop drawings.

We appreciate the opportunity of offering you this quotation, and hope we may be able to service your requirements.

Yours very truly,
WHEELER LUMBER, LLC

A handwritten signature in black ink, appearing to read "Lucian J. Castor", written in a cursive style.

Lucian J. Castor
Sales Representative

Cc: T20008

SCHEDULE "B"
PUTNAM COUNTY INSURANCE REQUIREMENTS

THE FOLLOWING MUST APPEAR ON EACH INSURANCE CERTIFICATE:

UNDER THE CERTIFICATE HOLDER SECTION:

COUNTY OF PUTNAM
 48 GLENEIDA AVENUE
 CARMEL, NEW YORK 10512
 ATTN.: LAW DEPT./RISK MANAGER

ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS)
 ON THE INSURANCE CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:

*"PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED except for
 Professional Liability and Workers' Comp."*

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on County property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the County and/or Highway Department in forms satisfactory to the County and/or Highway Department.

All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.

All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.

When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

The Contractor shall provide and maintain at its own expense the following
 minimum insurance coverage:

- A. Workers' Compensation Insurance - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers' Compensation Insurance is required and should be received by Putnam County on a C105.2 form, SI 12 form, CE-200 form or U-26.3 - all of these forms are available through your carrier.
- B. Commercial General Liability - covering all operations and all locations involved in the contract, including the following coverages:
 - \$2,000,000 General Aggregate
 - 5,000 Medical Expense Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$50,000 Fire Damage Legal Liability Limit

- C. **Commercial Automobile Liability** - Covering all operations and locations involved in the contract, including the following coverages:
 (1) Owned Automobiles (2) Hired Automobiles (3) Non-Owned Automobiles
 Unless specifically required, each policy shall provide limits of not less than \$1,000,000 Combined Single Limits for Bodily Injury and Property Damage.
- D. If applicable, Professional Liability (errors and omissions) in the amount of at least \$1,000,000 per claim.
- E. **Excess Liability or Umbrella Policy**
 Limits depending on the following contract size
 \$100,000 - \$250,000 - 1 million
 \$250,001 - \$500,000 - 5 million
 \$500,000+ 10 million
- F. **Bid, Performance/Payment, Labor & Material Bonds**
 Required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing. Only the (AIA) - The American Institute of Architects- A312 form- will be accepted. In addition, pursuant to NYS Insurance Law Section 1111 all bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S. Treasury List (Circular 570) of acceptable sureties.

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:

All policies and certificates of insurance of the contractor
shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.



Corporate Office
100 Newtown Road
Plainview, NY 11803
Tel. 631.435.0437
Fax 631.435.2273

Branch Office
115 Twinbridge Drive
Pennsauken, NJ 08110
Tel. 856.768.2367
Fax 856.438.6616

Branch Office
341 Kaplan Drive
Fairfield, NJ 07004
Tel. 973.614.0091
Fax 973.614.0095

Sales Quotation

Customer Info

Town of Kent/Smokey Hollow Ct.
Tamara Harrison
25 Cybil's Crossing
Kent L, NY 10512

Quote Prepared by

Steve Andiorio
973-614-0091
SAndiorio@Genserveinc.com
Fairfield

Quote #: AAAQ40477**Quote Date:** 6/13/2019**Service Tech:** Anthony McCarthy

Generator- Generac 12KW Sn 4291679
Location: Highway Dept Rt 301
1 Smokey Hollow Ct. Kent Cliffs

During genserve's last maintenance visit it was found that the industrial battery for the generator has reached its life expectancy and should be replaced. Upon failure it will prevent the generator from starting in a time of need.

This quote is to replace the battery with a new industrial sized battery and reset all battery power maintained programming and settings. Upon completion Genserve will test for proper starting and charging system operation.

Power when you need it is GenServe's promise. GenServe is your single solution to all of your power back-up needs. GenServe has been providing superior industrial generator sales and service for two decades and has grown to be the largest company in the metro area. With more than 45 trucks on the road, our expert technicians can get to you within two hours.

Description

REPLACE INDUSTRIAL BATTERY, RESET ALL BATTERY POWER MAINTAINED
PROGRAMMING AND SETTINGS

Qty	Unit Price	Ext. Price
1	\$468.45	\$468.45

This quote reflects the costs of Travel, Parts, and the Technical Skills required to complete the service.

It is our duty to keep you informed of the condition of your back up power supply.

SubTotal	\$468.45
Tax	\$0.00
Shipping	\$0.00
Total	\$468.45

Customer PO #**Customer Signature****Date**



Corporate Office
100 Newtown Road
Plainview, NY 11803
Tel. 631.435.0437
Fax 631.435.2273

Branch Office
115 Twinbridge Drive
Pennsauken, NJ 08110
Tel. 856.768.2367
Fax 856.438.6616

Branch Office
341 Kaplan Drive
Fairfield, NJ 07004
Tel. 973.614.0091
Fax 973.614.0095

Sales Quotation

Customer Info

Town of Kent/Highway Dept
Tamara Harrison
25 Cybil's Crossing
Kent L, NY 10512

Quote Prepared by

Steve Andiorio
973-614-0091
SAndiorio@Genserveinc.com
Fairfield

Quote #: AAAQ40479

Quote Date: 6/13/2019

Service Tech: Anthony McCarthy

Generator- Onan Sn 73344960
Highway Dept

During a recent maintenance service, our technician noted the age and condition of the engine start battery indicates replacement is required. We strongly recommend this be done to mitigate a potential "no start" condition during an outage. This battery is no longer trustworthy.

Power when you need it is GenServe's promise. GenServe is your single solution to all of your power back-up needs. GenServe has been providing superior industrial generator sales and service for two decades and has grown to be the largest company in the metro area. With more than 45 trucks on the road, our expert technicians can get to you within two hours.

Description

Battery and Installation

Qty

Unit Price

Ext. Price

1

\$615.00

\$615.00

This quote reflects the costs of Travel, Parts, and the Technical Skills required to complete the service.

It is our duty to keep you informed of the condition of your back up power supply.

SubTotal	\$615.00
Tax	\$0.00
Shipping	\$0.00
Total	\$615.00

Please contact me if I can be of further assistance.

Customer PO #

Customer Signature

Date

Tamara Harrison

From: Recreation
Sent: Tuesday, June 11, 2019 3:32 PM
To: Maureen Fleming; Jaime McGlasson; Bill Huestis; Paul Denbaum; Chris Ruthven
Cc: Tamara Harrison
Subject: Hiring of John Fenty as P/T Recreation Assistant
Attachments: John Fenty Application.pdf

Ladies and gentlemen of the board -

As per discussions I have had with Supervisor Fleming and Councilwoman McGlasson over the past weeks, I would like to hire our current intern from SUNY Cortland, John Fenty, to fill the Recreation & Parks Department's vacant part-time Recreation Assistant position. John has been interning with us since early 2019 and has impressed all of us with his work ethic, proficiency and the excellent rapport he has built with our residents. For your reference, John's application has been attached to this e-mail.

John will be completing his required internship hours at the end of this week and as a result is able to begin work for us immediately. Thus, if the board would be able to add the hiring of John to the agenda for the next board meeting on June 18th, that would be most appreciated.

As has been the standard for the past few years, I request that the rate of pay for the position once again be set at \$15.00/hour. I also request that his hours be set as not to exceed 30 hours per week and 1040 hours per year.

Thank you and please let me know if you have any questions or require anything further.

Jared Kuczenski

Acting Director of Rec & Parks
Kent Recreation & Parks
 845-531-2100

Tamara Harrison

From: Recreation
Sent: Friday, June 14, 2019 10:26 AM
To: Tamara Harrison
Cc: Maureen Fleming
Subject: Fence Work at Edward Ryan Mem. Park
Attachments: Fence Work Quote DUKE FENCE 6-13-19.pdf; Fence Work Quote PERSONAL TOUCH 06-13-19.pdf; Fence Work Quote CAMPANELLA 06-13-19.pdf

Tamara,

As per our discussion this morning, I have been in contact with three local fence companies regarding proposals for a three-part fence work job to be done at Edward Ryan Memorial Park early this summer. The work is being done in part to replace old, rusted and damaged fencing currently standing, and in part to add new fencing where there is none but it's needed. Councilwoman McGlasson and Councilman Huestis, our Recreation & Parks liaisons, have both been briefed on the work and why it's necessary.

It was asked that all companies give us quotes on the following:

- 1) 190 feet of 6 foot high chain link fence with 2 gates to be placed along the entirety of the third base line of Edward Ryan Memorial Park – Field 1.
- 2) 25 feet of 6 foot high chain link fence with 1 gate to be placed outside of the center field fence of Edward Ryan Memorial Park – Field 1.
- 3) 60 feet of 8 foot high chain link fence with 1 gate to be placed along the third base line of Edward Ryan Memorial Park – Field 2B.

After reviewing the three proposals it is my recommendation that we accept that of **Duke Fence for \$9515.00**. They came in with the lowest price, roughly \$700 less expensive than the second lowest quote, and Joe Duke has done phenomenal work for us over the past few years.

If this item could be addressed at the board meeting next Tuesday the 18th of June so that we can move forward with this project later in the month, that would be most appreciated. Should anyone have questions about the project I would be happy to discuss it further, send photos of the damaged fencing, etc.

Thank you and please let me know if you require anything further.

Jared Kuczenski

*Acting Director of Recreation & Parks
Kent Recreation & Parks
845-531-2100*

DUKE FENCE

P.O. BOX 363

STORMVILLE, NY 12582

(845)878-1064

PC 2695A

Town of Kent

Recreation Dept.

770 Route 52
Kent Lakes, NY 10512
(845) 531-2100

recreation@townofkentny.gov

FENCE ESTIMATE JUNE 4, 2019

RE: Dug out field

3RD base/ left field

Install approx. 190 ft of all new 6ft. high galvanized chain link fence with 2 new walk gates.

Material : All piping heavy gauge galvanized SS:20

2 1/2" end and gate posts

2" intermediate line posts

1 5/8" top & bottom rail

9 gauge chain link fabric

Cost installed with material, labor, gates \$5,160.00.

To upgrade to heavier 6gauge chain link wire add an additional \$775.00.

← Must Do!!

If you have any questions please contact me at the above number.

Thank you, Joe Duke

DUKE FENCE

P.O. BOX 363

STORMVILLE, NY 12582

(845)878-1064

PC 2695A

Town of Kent

Recreation Dept.

770 Route 52
Kent Lakes, NY 10512
(845) 531-2100

recreation@townofkentny.gov

FENCE ESTIMATE JUNE 4, 2019

RE: Dug out field

Outside center field

Install aprox. 25ft of all new 6ft. high galvanized chain link fence with 1 new walk gate.

Material : All piping heavy gauge galvanized SS:20

2 ½" end and gate posts

2" intermediate line posts

1 5/8" top & bottom rail

9 gauge chain link fabric

Cost installed with material, labor, gate \$920.00.

If you have any questions please contact me at the above number.

Thank you,

Joe Duke

DUKE FENCE

P.O. BOX 363

STORMVILLE, NY 12582

(845)878-1064

PC 2695A

Town of Kent

Recreation Dept.

770 Route 52

Kent Lakes, NY 10512

(845) 531-2100

recreation@townofkentny.gov

FENCE ESTIMATE JUNE 4, 2019

RE: Ryans Field

Field 2B

Install aprox. 60ft of all new 8ft. high galvanized chain link fence with 1 new walk gate.

Material : All piping heavy gauge galvanized SS:20

3" end and gate posts

2 ½" intermediate line posts

1 5/8" top, bottom & middle rail

6 gauge chain link fabric

Cost installed with material, labor, gate \$2,660.00.

Please note that existing wire on that field is all 6 gauge.

If you have any questions please contact me at the above number.

Thank you, Joe Duke



PERSONAL TOUCH FENCE INC.



331 LEETOWN ROAD
STORMVILLE, NY 12582

845-625-3165
845-842-8661

PTFENCE@GMAIL.COM
PERSONALTOUCHFENCE.COM

TOWN OF KENT RECREATION AND PARKS
25 SYBIL'S
CROSSING
KENT NY

845 531 2100
JOB SITE: RYANS FIELD
Jared

Invoice #:00199
Bid Date: 6/6/19

VISIT US ON FACEBOOK: PERSONAL TOUCH FENCE

Item #	Description	Qty	Unit Price	Discount	Price
CENTER FIELD	6'H 9 GAUGE GALVINIZED CHAIN LINK WITH TOP AND BOTTOM RAIL AND END BRACES	25'			\$10,200
GATE	3'X6' MATCHING GATE 1 5/8" FRAME	1 EACH			
3RD BASE LINE	6'H 9 GAUGE GALVINIZED CHAIN LINK WITH TOP AND BOTTOM RAIL AND END BRACES	190'			
GATE	3'X6' MATCHING GATE 1 5/8" FRAME	2 EACH			
FRAMEWORK FOR ABOVE	2.5" ENDS, 2" LINES AND 1 5/8" TOP, BOTTOM AND BRACES. ALL PIPE SS20 ALL FITTINGS COMMERCIAL GALVINIZED AND BOX HINGES ON ALL GATES				
FIELD 2B	8'H 9 GAUGE GALVANIZED CHAIN LINK WITH TOP, MIDDLE AND BOTTOM RAIL	60'			
GATE	3'X8' MATCHING GATE 1 5/8" FRAME	1			
FRAMEWORK FOR ABOVE	3" ENDS AND GATE POSTS, 2.5" LINES AND 1 5/8" RAILS, ALL FITTINGS AND HARDWARE COMMERCIAL GALVINIZED				
NOTE ON FIELD 2B	IF REUSE OLD 6 GAUGE CHAIN LINK DEDUCT \$600.00 FROM BID				
	WIRE IS IN GOOD CONDITION				

Invoice Subtotal \$ 10,200.00

Tax Rate

Sales Tax \$ -

Other

Deposit Received

TOTAL \$ 10,200.00

Make all checks payable to: **Personal Touch Fence Inc.**

Total Balance Due Upon Completion. We accept all major credit cards.



www.campanellafence.com

289 Route 6 Mahopac NY 10541

tony@campanellafence.com

845-628-2200 phone | 845-628-5649 fax



Westchester 4145-H91 Yonkers 4418 Putnam 135 Connecticut 581036 Rockland H11709-12-00-00

Date: 6-4-19
Customer: Town of Kent
Contact: Craig Kehoe
Job Site: 43 Park Road

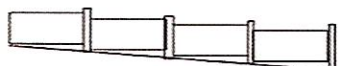
Project Manager: Tony Campanella
E-mail: RECREATION@TOWNOFKENTNY.GOV
Phone: 845-590-6556 Cell
Phone:
Other:
Fax:
Other Email:

Town: Carmel

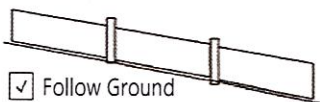
State: NY

Zip: 10512

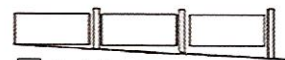
Billing Address:



☐ Stepped



☒ Follow Ground



☐ Straight Top

1) Supply and install approximately 190 Lf. of 6 Ft. high galv. chain link fence.

Fence to have top and bottom rail.

All pipe to be SS20 weight.

Posts to be 2 1/2 inch.

Top and bottom rail to be 1 5/8 inch.

Includes 2 walk gates - mounted on 3 inch. poles.

Supply and install approx. 25 Lf. (same spec as above)

Includes 1 walk gate

Total cost.....14,650.00

2) Supply and install approx. 60 Lf. of 8 FT. high chain link fence.(field 2B)

8 ft. high

top bottom and middle rail.

SS20 pipe

Includes 1 walk gate.

Includes removal of old fence.

existing poles to be cut below grade- as not to disturb existing railroad ties.

Total cost.....6800.00

PREVAILING WAGE RATE

NON -UNION

Date of Acceptance: _____

Customer Signature: _____

50% Deposit Required

Authorized Signature (CF): _____

Sub Total: \$21,450.00

Exempt 0.00% \$0.00

Total: \$21,450.00

Deposit Received:

Balance Due Upon Completion

Purchaser has an unconditional right to cancel this contract until midnight of the third business day after the contract was signed. Cancellation must be done in writing.



www.campanellafence.com

289 Route 6 Mahopac NY 10541

tony@campanellafence.com

845-628-2200 phone | 845-628-5649 fax



Westchester 4145-H91 Yonkers 4418 Putnam 135 Connecticut 581036 Rockland H11709-12-00-00

Date: 6-4-19

Project Manager: Tony Campanella

Customer: Town of Kent

E-mail: RECREATION@TOWNOFKENTNY.G

Contact: Craig Kehoe

Phone: 845-590-6556 Cell

Job Site: 43 Park Road

Phone:

Other:

Town: Carmel

Fax:

State: NY

Zip: 10512

Other Email:

Billing Address:

TERMS AND CONDITIONS OF CONTRACT

Campanella Fence is covered by worker's compensation and general liability insurance. All Employees are E-Verified through the US Government.

If necessary, Campanella Fence will contact "Dig Safely" to mark out all public utilities such as electric, sewer, water and gas prior to installation. Flags and sprayed markings may be placed on the property and should not be disturbed. Customer is responsible to mark all private underground utilities, including, but not limited to, electrical wires, propane lines, septic tank and lines, sprinkler lines, pool equipment, path lighting and drainage pipes. Restrictions of any nature which might interfere with installation, cause injury and/or damage should be made known to Campanella Fence prior to installation. Campanella Fence is not responsible for damages to any unforeseen items. Fence permits, wetland permits and ordinances are the responsibility of the Customer. Customer should check with their local building department to determine if a permit is necessary and if there are any restrictions. Customer warrants that the work will not violate any town, county or state municipal codes, any pool codes, wetland setbacks and/or buffer zone ordinances. Customer is responsible to disclose to Campanella Fence any setbacks, buffer zones or environmental areas located within 500 feet of the proposed work area prior to the commencement of installation.

It is the Customers responsibility for placement and location of the fence. If property markers are not present, it is recommended that you have a survey done with proper markings by a licensed surveyor to ensure the fence is installed within your property boundaries. If survey markers are not present, then Purchaser assumes 100% responsibility for the placement of the fence and any costs associated with removal and reinstallation.

Customer understands that the erection of a fence on Customers' property will require Campanella Fence to remove sod, soil, grass, shrubbery and/or plantings that could affect the installation. Accordingly, Purchaser agrees that Campanella Fence its agents, and employees are not responsible for any damage caused to Purchaser's sod, soil, grass, shrubbery and/or plantings or for consequential damage because of the erection of the fence, absent gross negligence.

The price quoted by Campanella Fence in the proposal is based upon normal construction conditions. All grading and or filling required after the completion of the project is the sole responsibility of the Customer, unless otherwise stated in writing. All work to be completed in a workmanlike manner per standard practices. Any alteration or deviation from specifications involving extra costs will be executed upon written orders with an extra charge, if any, above contracted price.

Customer agrees to indemnify and hold harmless, Campanella Fence, its agents, and employees for any damage caused by a breach of any of the foregoing warranties.

All fence materials are the responsibility of the Customer after servicemen leave the construction site. The product contracted for does not become the property of the Customer until final payment is made. Campanella Fence can withdraw, at any time, all materials supplied and/or installed by them should payment not be made per the agreed upon terms. In the event of legal proceedings brought by Campanella Fence to enforce the terms of this Agreement, the Customer agrees to pay contractor's reasonable legal fees, expenses and court costs.

Campanella Fence carries a 4-year labor warranty on installations. Self-closing gates, latches and hinges, and any gate adjustments are not included in the labor warranty. Any acts of God are not covered under labor warranty. Chain link, aluminum and PVC materials are warrantied as specified by the manufacturer. Campanella Fence offers no warranties or guarantees on wood products. Wood is a natural product that may crack, split, warp, mildew, twist or stain. Dog kennels and animal enclosures are not covered under installation guarantees or warranties. Manufacturer warrantied materials, **do not** include labor to remove and reinstall.

Staining or painting of any wood product is done only at the customer's request. Peeling, blistering or cracking may occur. Rough wood surfaces, knot holes, nail holes etc. may become noticeable with staining. Campanella Fence does not warranty any staining or its stained materials.

Campanella Fence accepts Visa, MasterCard, Discover and American Express. If using a credit card, a 3% service charge will be added to the total.

Unless otherwise stated pictures of completed jobs may be used in Campanella Fence advertising.

Initial: _____

Initial: _____

ALL CEMENT FOOTINGS INCLUDED - ALL ROCK DRILLING INCLUDED UNLESS OTHERWISE STATED

WARRANTY ON ALL PVC THROUGH THE MANUFACTURERS

ANY ADDITIONAL LABOR OR MATERIAL NOT WRITTEN IN THIS CONTRACT CAN RESULT IN ADDITIONAL CHARGES

Customer Signature _____

Tamara Harrison

From: Lcpd Clerk
Sent: Tuesday, June 11, 2019 9:07 AM
To: Maureen Fleming; Tamara Harrison
Subject: Lifeguard Hires for the Lake Carmel Park District
Attachments: Lily O'Hara lifeguard app.pdf; Mackenzie Christman lifeguard app.pdf

Andrea McKinley, Lifeguard Supervisor for the Lake Carmel Park District, recommends the hiring of Lily O'Hara and Mackenzie Christman (applications attached) as lifeguards at a rate of \$11.10/hour, not to exceed 40 hours per week and requests they be placed on the agenda for review at the June 18 town board meeting.

Thank you.



Heidi Link

Town of Kent, NY

Lake Carmel Park District Clerk

25 Sybil's Crossing

Kent Lakes, NY 10512

Telephone: (845) 306-5602

Fax: (845) 225-5130

lcpdclerk@townofkentny.gov

www.townofkentny.gov/lcpd_home.htm

Tamara Harrison

From: Lcpd Clerk
Sent: Monday, June 17, 2019 9:27 AM
To: Maureen Fleming
Cc: Tamara Harrison
Subject: Lake Carmel Parks Maintenance Seasonal Hires
Attachments: Mario Calogero parks app.pdf

Bob Nix, Crew Chief for the Lake Carmel Park District, is recommending the hiring of Mario Francesco Calogero to fill a seasonal position for the park district at a rate of \$11.10 for a maximum of 40 hours per week.

Attached please find Mario's application.

Regards,



Heidi Link

Town of Kent, NY

Lake Carmel Park District Clerk

25 Sybil's Crossing

Kent Lakes, NY 10512

Telephone: (845) 306-5602

Fax: (845) 225-5130

lcpdclerk@townofkentny.gov

www.townofkentny.gov/lcpd_home.htm



Lake Carmel Fire Department

851 Route 52

Carmel, NY 10512

Phone: (845) 225-3730 – Fax: (845) 225-0460



Chief

T.J Donohue

1st Asst. Chief

Justyn Lewis

2nd Asst. Chief

Ken Launzinger

President

William Walters

Vice President

Ed Schaeffler Jr.

June 15, 2019

To; Members of the Board, Town of Kent

The Lake Carmel Fire Department would like to add the following four applicants to the ranks of our department. Victoria Cecere of [REDACTED] Steven Pinto, [REDACTED]

Lindsey Edwards

Steven Pinto (

· Ryan Piekarski ·

Respectfully submitted,

T.J Donohue



Chief L.C.F.D

teej7@verizon.net

(914)488-7928



CODE ENFORCEMENT

**OF THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598**

June 13, 2019.

**From: Zoning Enforcement Officer, Town of Kent:
To: Supervisor Fleming, Town board members, Town of Kent:
Subject: Violations requiring town corrective action:**

**Enclosed please find violations issued by the undersigned and bids for correction.
Site owners have not responded to Notices of Violation.**

Locations requiring correction and lowest bids for site:

**37 Cottage Road \$100.00
31 Larchmont Road. \$100.00
238 Route 52. \$200.00
11 Hawthorne Road. \$100.00
04 Livingston Road. \$150.00**

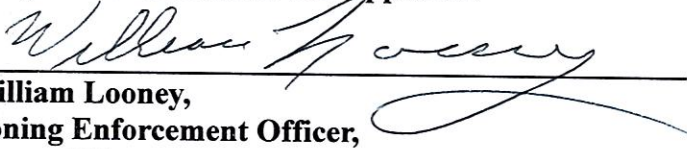
Above stated bids were submitted by J.B. Affordable Care Inc.

Dirt and Demo Inc. failed to submit a bid.

Putnam Handyman Construction failed to submit a bid.

Notices of Violation and bids are enclosed.

For your consideration and approval.


**William Looney,
Zoning Enforcement Officer,
Town of Kent.**

J.B. AFFORDABLE LAWN CARE, INC.
3 Mountainview Knolls Drive Apt. A
Fishkill, N.Y. 12524
(845) 222-0284

June 13, 2019.

To William Looney, Zoning Enforcement Officer, Town of Kent.

Proposal for lawn cuts.

37 Cottage Road \$100.00
31 Larchmont Road. \$100.00
238 Route 52. \$200.00
11 Hawthorne Road. \$100.00
04 Livingston Road. \$150.00

Thank You,
James Bennett,
President



**CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598
KENTCODES@GMAIL.COM
ORDER TO REMEDY VIOLATION**

Location: 37 Cottage Rd Kent, NY 10512

Map NO: 33.50-1-21

Date: 5/8/2019

TO:

William Daley
37 Cottage Rd
Carmel, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code\Section 11 Subs B-1-B Nuisances

at premises hereinafter described in that:

GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.

OWNER/AGENT MUST NOTIFY THIS OFFICE WITHIN TEN DAYS OF A PROPOSAL TO REMEDY THE AFOREMENTIONED VIOLATION. IF THE REMEDY IS NOT FORTHCOMING THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO CORRECT THE VIOLATION AND THE FEE CHARGED WILL BE CHARGED TO THE HOME OWNER OR THE TAX ASSESSMENT LEVIED ON THE SITE IF NOT PAID.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and remedy the conditions above mentioned. Failure to remedy the conditions aforesaid and to comply with the law may constitute an offense punishable by fine or imprisonment or both.


**WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT**



05/08/2019



**CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598
KENTCODES@GMAIL.COM
ORDER TO REMEDY VIOLATION**

Location: 31 Larchmont Rd Kent, NY

Map NO: 33.50-1-42

Date: 5/21/2019

TO:

George Rosalino
31 Larchmont Rd
Carmel, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code\Section 11 Subs B-1-B Nuisances

at premises hereinafter described in that:

GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.

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YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and remedy the conditions above mentioned. Failure to remedy the conditions aforesaid and to comply with the law may constitute an offense punishable by fine or imprisonment or both.


**WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT**



05/13/2019



CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598

ORDER TO REMEDY VIOLATION

Location: 240 Route 52 Kent, NY

Map NO: 44.5-2-28

May 30, 2019

TO:

238-240 Route 52 Inc.
PO BOX 561
Carmel, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code *B, 1, B.*

at premises hereinafter described in that:

GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.

OWNER/AGENT MUST NOTIFY THIS OFFICE WITHIN TEN DAYS OF A PROPOSAL TO REMEDY THE AFOREMENTIONED VIOLATION. IF THE REMEDY IS NOT FORTHCOMING THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO CORRECT THE VIOLATION AND THE FEE CHARGED WILL BE CHARGED TO THE HOME OWNER OR THE TAX ASSESSMENT LEVIED ON THE SITE IF NOT PAID.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and remedy the conditions above mentioned within ten days from this date. Failure to remedy the conditions aforesaid and to comply with the law and may constitute an offense punishable by fine or imprisonment or both.


WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT



**CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598
KENTCODES@GMAIL.COM
ORDER TO REMEDY VIOLATION**

Location: 11 Hawthorne Rd Kent, NY

Map NO: 33.58-1-34

Date: 6/6/2019

TO:

Theodore Ogden
11 Hawthorne Rd
Carmel, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

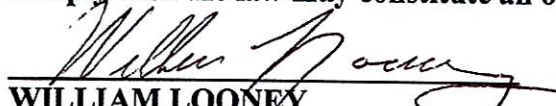
Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code\Section 11 Subs B-1-B Nuisances

at premises hereinafter described in that:

GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.

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**WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT**



06/05/2019



**CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598
KENTCODES@GMAIL.COM
ORDER TO REMEDY VIOLATION**

Location: 4 Livingston Rd Kent, NY 10512

Map NO: 22.50-2-2

Date: 6/5/2019

TO:

Claude Busnel
4 Livingston Rd
Carmel, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code\Section 11 Subs B-1-B Nuisances

at premises hereinafter described in that:

GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.

OWNER/AGENT MUST NOTIFY THIS OFFICE WITHIN TEN DAYS OF A PROPOSAL TO REMEDY THE AFOREMENTIONED VIOLATION. IF THE REMEDY IS NOT FORTHCOMING THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO CORRECT THE VIOLATION AND THE FEE CHARGED WILL BE CHARGED TO THE HOME OWNER OR THE TAX ASSESSMENT LEVIED ON THE SITE IF NOT PAID.

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**WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT**



06/05/2019



06/05/2019



CODE ENFORCEMENT

**OF THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598**

June 17, 2019.

**From: Zoning Enforcement Officer, Town of Kent:
To: Supervisor Fleming, Town board members, Town of Kent:
Subject: Violation requiring town corrective action:**

**Enclosed please find violation issued by the undersigned and bids for correction.
Site owner has not responded to Notice of Violation.**

Location requiring correction and lowest bids for site:

27 Longfellow Drive. \$2200.00

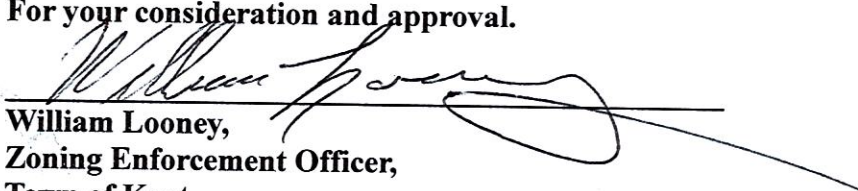
Above stated bid was submitted by FI Adams Inc.

Dirt and Demo Inc. failed to submit a bid.

Nicks Tree Service failed to submit a bid.

Notice of Violation and bids are enclosed.

For your consideration and approval.


**William Looney,
Zoning Enforcement Officer,
Town of Kent.**

610 Route 292
Holmes, NY 12531 Fiadamsinc@gmail.com
(845)-855-3733 (914)760-8959

FI Adams, Inc.

Estimate

For: Town of kent
kentcodes@gmail.com
27 Longfellow Dr
Carmel, NY, 10512

Estimate No: 260
Date: 05/20/2019

Description	Quantity	Rate	Amount
Remove tree from the roof of house at 27 longfellow dr in Carmel. Chip brush and stack logs at the edge if property.	1	\$2,200.00	\$2,200.00

Subtotal	\$2,200.00
TAX 0%	\$0.00
Total	\$2,200.00

Total	\$2,200.00
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**CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598
KENTCODES@GMAIL.COM
ORDER TO REMEDY VIOLATION**

Location: 27 Longfellow Dr Kent, NY 10512

Map NO: 22.74-1-43

Date: 5/8/2019

TO:

Fed Nat Mort Assoc
14221 Dallas Parkway Ste 1000
Dallas, TX 75254

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code\Section 11 Subs B-1-A- Rubbish

at premises hereinafter described in that:

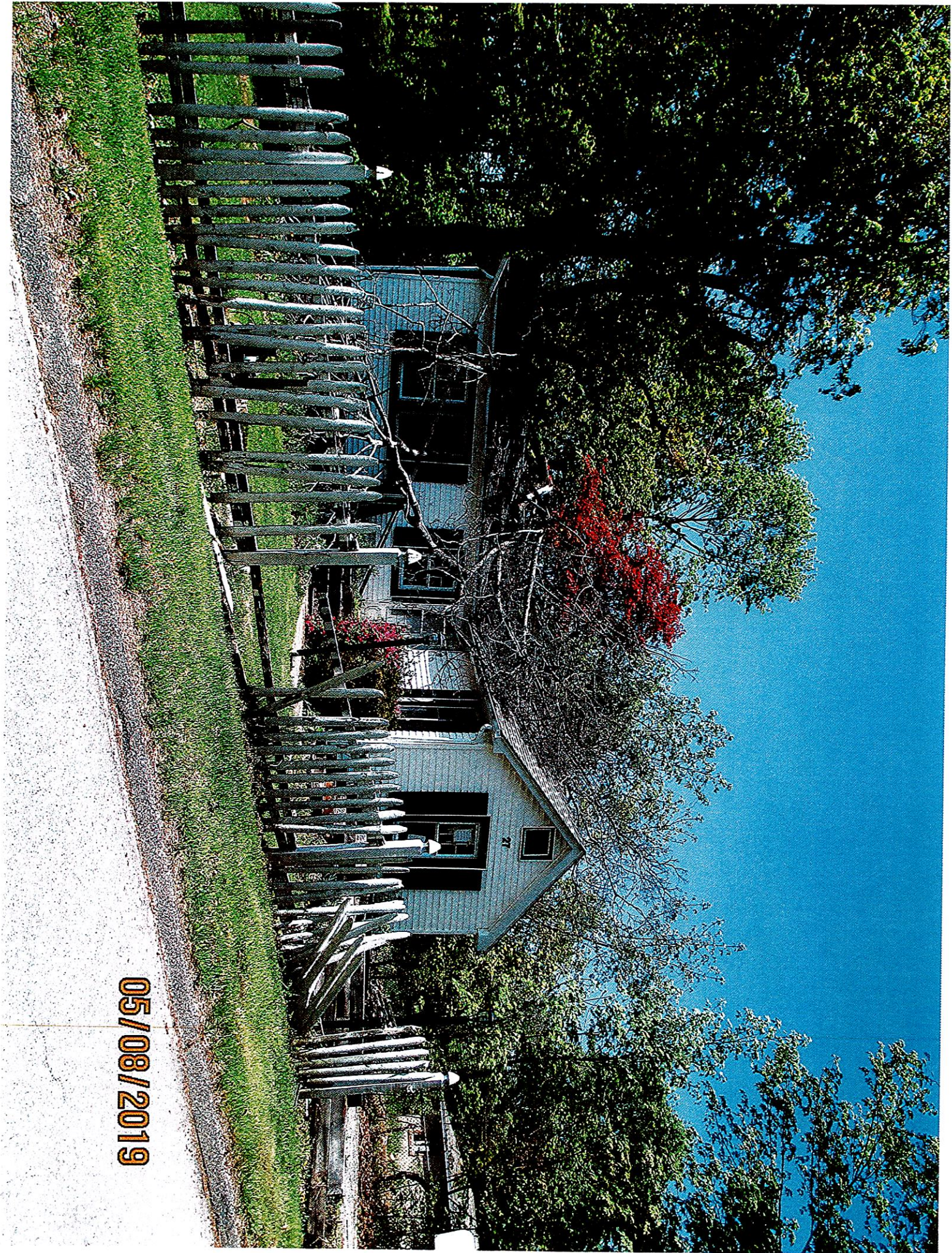
RUBBISH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF RUBBISH AS DESCRIBED BY CODE.

OWNER/AGENT MUST REMOVE ALL TREE BRANCHES FROM HOUSE AND SURROUNDING PROPERTY..

OWNER/AGENT MUST NOTIFY THIS OFFICE WITHIN TEN DAYS OF A PROPOSAL TO REMEDY THE AFOREMENTIONED VIOLATION. IF THE REMEDY IS NOT FORTHCOMING THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO CORRECT THE VIOLATION AND THE FEE CHARGED WILL BE CHARGED TO THE PROPERTY OWNER OR THE TAX ASSESSMENT LEVIED ON THE SITE.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and remedy the conditions above mentioned. Failure to remedy the conditions aforesaid and to comply with the law may constitute an offense punishable by fine or imprisonment or both.


**WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT**



05/08/2019

Subject: FW: liquor license Limni
Date: Monday, June 17, 2019 at 11:46:02 AM Eastern Daylight Time
From: Lana Cappelli
To: Tamara Harrison, Nancy Tagliafierro, Bill Huestis, Chris Ruthven, Jaime Mcglasson, Maureen Fleming, Paul Denbaum
Category: Department Heads

To All,

Please see Nisim's request. He said he has BOH approval to go ahead and would like to open up as soon as possible. He said the liquor authority advised him that he would need a 30 day waiver. He would like to know if the board can grant his request. He is requesting this be added to tomorrow's agenda. If you have any questions please feel free to contact Nisim at

Yolanda "Lana" Cappelli
 Kent Town Clerk
 25 Sybil's Crossing
 Kent Lakes, NY 10512
 845/225-2067 Telephone
 845/306-5282 Fax
lcappelli@townofkentny.gov
www.townofkentny.gov

From: Mezza Luna [mailto:mezzalunabrewster@gmail.com]
Sent: Monday, June 17, 2019 11:37 AM
To: Lana Cappelli
Subject: liquor license Limni

PUTNAM COUNTY NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER! DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Lana,

My name is Nisim owner of Limni Located at 47 rout 311, i have spoken to the health department today and was advised that we can open as soon as next week. we would like to open the restaurant together with our liquor license. i have spoken with the liquor authority and they advised me to get a waiver for the 30 days. so i am asking the town for such waiver please.

thank you very much
 Nisim Sachakov
 owner of Limni/ Mezzaluna

**Standardized NOTICE FORM for Providing 30-Day Advance Notice
to a Local Municipality or Community Board**1. Date Notice was Sent: 6/4/191a. Delivered by: 6/4/19

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

☒ New Application ☐ Renewal ☐ Alteration ☐ Corporate Change ☐ Removal ☐ Class Change ☐ Method of Operation ChangeFor **New** applicants, answer each question below using all information known to dateFor **Renewal** applicants, answer all questionsFor **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)For **Corporate Change** applicants, attach a list of the current and proposed corporate principalsFor **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocationFor **Class Change** applicants, attach a statement detailing your current license type and your proposed license typeFor **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changesRECEIVED
KENT TOWN
2019 JUN -4 PM 1:37**This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:**3. Name of Municipality or Community Board: Town of Kent**Applicant/Licensee Information:**

4. Licensee Serial Number (if applicable): _____ Expiration Date (if applicable): _____

5. Applicant or Licensee Name: Limni LLC

6. Trade Name (if any): _____

7. Street Address of Establishment: 47 Route 3118. City, Town or Village: Kent, NY Zip Code: 105129. Business Telephone Number of Applicant/Licensee: 914-357-604810. Business E-mail of Applicant/Licensee: n3sachakov@gmail.com11. Type(s) of alcohol sold or to be sold: ☐ Beer & Cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

12. Extent of Food Service:

☒ Full food menu; full kitchen run by a chef or cook ☐ Menu meets legal minimum food availability requirements; food prep area at minimum13. Type of Establishment: Restaurant14. Method of Operation:
(check all that apply)☐ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☐ Recorded Music ☐ Karaoke☐ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): _____☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel☒ Other (specify): Restaurant15. Licensed Outdoor Area:
(check all that apply)☐ None ☒ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure☐ Sidewalk Cafe ☐ Other (specify): _____

16. List the floor(s) of the building that the establishment is located on: 1st
17. List the room number(s) the establishment is located in within the building, if appropriate: 7
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
Name: _____ Serial Number: _____
21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: Nisim Sachakov
23. Building Owner's Street Address: 22 Arbor Court
24. City, Town or Village: Holmes State: NY Zip Code: 12531
25. Business Telephone Number of Building Owner: 914-357-6048

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name: Brian Berlandi
27. Representative/Attorney's Street Address: BNR, 527 Rt 22
28. City, Town or Village: Pawling State: NY Zip Code: 12564
29. Business Telephone Number of Representative/Attorney: 646-878-6166
30. Business E-mail Address of Representative/Attorney: bberlandi@gmail.com

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Nisim Sachakov Title: Member

Principal Signature: _____